



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
www.cityofvancouver.us

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

March 7, 2022

WORKSHOPS

To be conducted remotely.

Workshops were conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS, or listen via the GoToMeeting conference call.

View the CVTV video recording, including presentations and discussion, for workshops at: https://www.cvtv.org/vid_link/34241?startStreamAt=0&stopStreamAt=4778.

4:00-6:00 p.m. Climate Strategies Review

Aaron Lande, Program and Policy Manager, 360-487-8612; Rebecca Small, Senior Policy Analyst, 360-487-8601

Summary

Staff provided Council with an update on the Climate Action Plan.

REGULAR COUNCIL MEETING

This meeting was conducted remotely over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items were also facilitated via the GoToMeeting conference call.

View the CVTV video recording, including presentations and discussion, for this meeting at:

https://www.cvtv.org/vid_link/34281?startStreamAt=0&stopStreamAt=6351.

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted remotely over video conference.

Present: Councilmembers Perez, Fox, Paulsen, Stober, Hansen,
Mayor McEnerny-Ogle

Absent: Harless

Motion by Councilmember Hansen, seconded by Councilmember Stober, and carried unanimously to excuse Councilmember Harless.

Approval of Minutes

Minutes - February 14, 2022

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and carried unanimously to approve the meeting minutes of February 14, 2022.

Proclamation: Red Cross Month

Mayor McEnerny-Ogle read and presented a proclamation to Michael Drake, Executive Director of the Red Cross Cascade Region-Southwest Washington Chapter, proclaiming March 2022 as Red Cross Month.

Community Communication (Items 1- 5)

Mayor McEnerny-Ogle opened Community Communication and receive the following testimony:

- Justin Forsman, Vancouver, spoke about Item 1 and expressed concerns about fluoride in the City's drinking water, as well as chemicals from items, like

pesticides seeping into the groundwater and pharmaceuticals flushed down the drain, and would like the City to look into safe water distillation.

- Kimberlee Elbon, La Center, Washington, spoke in regards to Items 1-5 and stated the agenda is a one world order agenda, and they are done talking and will be taking action.

There being no further testimony, Mayor McEnerny-Ogle closed Community Communication.

Consent Agenda (Items 1-5)

Council requested Item 1 be pulled for discussion.

Councilmember Fox asked staff to address the practices and procedures to keep the drinking water safe in the City of Vancouver. She stated the City was part of a study for testing wastewater and reviewing what was going into the treatment plant. The City has a lot of innovation with wastewater and sewer systems and due to the issues raised by public comment, wanted staff to provide some feedback.

Tyler Clary, Water Engineering Program Manager, explained the city is supplied 100% by a groundwater system and not a surface water supply system. This means that everything people do out in the environment and what is dumped on the ground potentially can end up in the groundwater. That being said, there is a very rigorous wellhead protection program in place to delineate zones around the wellheads to ensure certain activities cannot take place. Roundup is not regulated by those used outside of the wellhead protection zones, but everything within the Clark County Critical Aquifer Recharge area is regulated and stipulates what can and cannot be done or used in the city. The project on the agenda is not a water treatment system project in terms of a filtration plant. It is a treatment system modification from the type of disinfection that is used. It is going from a gas chlorine system to a hyper-chloride generation on site, which is a very dilute bleach solution added to the water to disinfect and keep microorganisms out. Mr. Clary explained the city tests the water rigorously above and beyond the federal and state standards and requirements. The number one priority is to make sure the water is safe for customers and the City will do everything that it can to do that.

Motion by Councilmember Hansen, seconded by Councilmember Fox, and carried unanimously to approve the Consent Agenda.

1. Bid Award for Water Station 7 Water Treatment Improvements

Staff Report: 031-22

Summary

Water Station 7 is a 3.7-acre site located at 11595 NE 16th St. Water Station 7 has been used for both water production and elevated water storage since the late 1960's. The City purchased the property in 1961.

There are two existing wells at this water station that will benefit from the upgraded treatment systems.

The project replaces existing fluoridation and disinfection equipment currently located in two, separate buildings. The new equipment will provide updated fluoridation and disinfection systems to meet our current standard. The new disinfection system utilizes salt, water and electricity to generate a low strength sodium hypochlorite disinfection solution. All new equipment will utilize existing buildings and no new structure are required for this project. This continues our efforts to install disinfection systems that were selected as our standard in 2015. This will be the fourth equipment installation under that contract.

On February 15, 2022, the City received three (3) responsive bids for the subject project. The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
<i>Stellar J Corporation, Woodland, WA</i>	<i>\$687,701.64</i>
<i>McClure and Sons, Inc., Mill Creek, WA</i>	<i>\$851,488.47</i>
<i>Rotschy, Inc., Vancouver, WA</i>	<i>\$911,291.85</i>
<i>Engineer's Estimate with Tax</i>	<i>\$630,000.00</i>

Stellar J Corporation has completed projects of similar size and scope in the past and has met the requested supplemental responsible bidder criteria.

Stellar J Corporation acknowledges the City's desire for Apprenticeship Utilization on this project and is anticipating exceeding the 3% goal.

Request: On March 7, 2022, award a construction contract for the Water Station 7 Water Treatment Improvements project to the lowest responsive and responsible bidder, Stellar J Corporation of Woodland, WA at their bid price of \$687,701.64, which includes Washington State sales tax; and authorize the City Manager or designee to execute a contract with Stellar J Corporation for the same.

Tyler Clary, Water Engineering Program Manager, 360-487-7169

Motion approve the request.

2. **Award construction contract for ITB 22-12 the 2022 East Curb Ramps project (#072822)**

Staff Report: 032-22

Summary

The City is issuing three separate curb ramp contracts this year as part of its 2022 pavement management program. These contracts include the "2022 East Curb Ramps," the "2022 Central Curb Ramps" and the "2022 West Curb Ramps." The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2022 East Curb Ramps contract only. Recommendations for the the west and central curb ramp projects will follow at a later date.

On February 15, 2022, the City received three bids for the subject project. The bids ranged between \$906,000.00 to \$1,067,255.05 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists (AES), LLC, Kelso, WA	\$906,000.00
Western United Civil Group LLC, Yacolt, WA	\$941,227.00
MJ Hughes Construction, Vancouver, WA	\$1,067,255.05
Engineers' Estimate	\$880,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Advanced Excavating Specialists LLC Longview, WA has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 84 hours of apprentice time of the estimating total of 2,800 applicable labor hours for the project.

Request: On March 7, 2022, award a construction contract for the 2022 East Curb Ramps project to the lowest responsive and responsible bidder, and authorize the City Manager or his designee to sign a contract with Advanced Excavating Specialists LLC Kelso, WA, at their bid price of \$906,000.00, which includes Washington State sales tax.

Motion approve the request.

3. **2021 Joint Agency Slurry Seal Project Contract Amendment (#072821)**

Staff Report: 033-22

Summary

On March 9, 2021, the City received bids for the 2021 Joint Agency Slurry Seal Project, which was awarded to Blackline, Inc, of Vancouver, Washington with the City of Vancouver's portion of the work being approved for \$276,155.00. As part of the bid, the contractor executed a separate contract with each agency. In addition, the participating agencies reserved the right to extend the contract for two (2) one (1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2021, the City and Clark County discussed a contract extension with Blackline for 2022 and decided that it was in our best interests to do so. All 2022 work quantities were sent to Blackline, Inc. and proposed 2022 pricing was agreed upon for the unit bid items. The 2022 City of Vancouver portion of the work is \$452,100.00.

Request: On March 7, 2022, amend the Blackline, Inc, of Vancouver, Washington construction contract for the 2022 Joint Agency Slurry Seal Project for sealing for one (1) additional year for their adjusted bid price of \$452,100.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approve the request.

4. **2022 Crack Sealing and Mastic Repair (PRJ072822)**

Staff Report: 034-22

Summary

This project is being constructed as part of the 2022 pavement management program. This project involves crack sealing streets that will receive preservation treatments, including AR chip seals, microsurfacing, and cape seals this summer. Pavement cracks need to be sealed before these treatments can be applied to the street. The project also involves crack sealing additional streets that will receive preservation treatments in

future years. Crack sealing extends pavement life by keeping water out of the cracks, resulting in less pavement deterioration. Mastic repairs will be performed on cracks and holes wider than one inch.

The City received bids for the 2021 Crack Sealing and Mastic Repairs project on April 20, 2021. The project was awarded to BVC Inc., of Wenatchee, Washington. The City reserved the right to extend the contract for two (2) one (1) year periods with the same terms and conditions and the option to review unit prices for adjustment due to inflation and amount of work.

At the end of 2021, the City discussed a contract extension with BVC and decided that it was in our best interests to do so. On February 10, 2022, the City received a quote from BVC to do this year's crack sealing and mastic repair work for \$371,500.00.

Request: On March 7, 2022, amend the BVC Inc, of Wenatchee, Washington construction contract for the 2022 Crack Sealing and Mastic Repairs for one (1) additional year for their adjusted bid price of \$371,500.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

Motion approve the request.

5. Approval of Claim Vouchers

Staff Report:

Request:

Approve claim vouchers for March 7, 2022.

Motion approved claim vouchers for March 7, 2022, in the amount of \$6,115,596.07.

Public Hearings (Item 6 and 7)

6. Amendments to VMC 2, 6, 9, 15, and 19, to update the Parking Code to reflect recent changes to recognized holidays and update all code sections to use current best practice for institutional language related to disability

Staff Report 029-22

AN ORDINANCE relating to the update of City recognized holidays, the enforcement of parking regulations, and updating outdated language in the Vancouver Municipal Code referring to persons with disabilities; providing for savings, severability and an effective date.

Summary

Council recently amended VMC 2.40.020 to include Juneteenth as a City holiday. As a result of the recent amendment, the parking code (VMC 19) needs to be updated to reflect the changes. Instead of adding "Juneteenth" to the list of holidays, the amendments proposed would replace individually named holidays with "City recognized holidays." This is consistent with other VMC's. Parking meters would still list the specific holidays, including Juneteenth, so that customers are aware that no payment is required.

The second aspect to the changes proposed is a change in terminology. The term "disabled parking" is outdated and the current best practice for institutional language related to disability is to use people first language. Therefore, it is proposed that "disabled" be replaced with "people with disabilities" in our municipal code where appropriate.

Request: On Monday, March 7, 2022, subject to second reading and public hearing, approve the ordinance.

Steve Kaspan, Parking Manager 360 487-8658.

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Steve Kaspan, Parking Manager, provided an overview of the proposed VMC amendments.

Mayor McEnerny-Ogle opened the public hearing and received the following testimony:

- Kimberlee Elbon, La Center, Washington, stated the city is running an illegitimate form of government and they will be taking action.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Fox, seconded by Councilmember Stober, and carried unanimously to approve Ordinance M-4365.

7. Approval of amendment to VMC 2.63.20 to establish consistency with other Boards and Commissions candidate review

processes

Staff Report 030-22

AN ORDINANCE relating to the appointment of members to the Parking Advisory Committee; providing for savings, severability and an effective date.

Summary

VMC 2.63.20 directs the process of Parking Advisory Committee candidate review, and it is not consistent with how municipal code generally directs the process for reviewing candidates for other City Boards and Commissions. Further, this is not consistent with Council Policy 100-06 (Council Appointment of Community Members to Boards, Commissions, Advisory Committees and Task Forces), nor is it consistent with current practice for this committee. Currently, the code calls for candidates to be appointed by the Mayor and confirmed by Council. The change requested clarifies and aligns appointments to this committee to be made by the City Council.

Request: On Monday, March 7, 2022, subject to second reading and public hearing, approve the ordinance.

Steve Kaspan, Parking Manager, 360-487-8658

Mayor McEnerny-Ogle read the title of the ordinance into the record.

Steve Kaspan, Parking Manager, provided an overview of the proposed VMC amendments.

Mayor McEnerny-Ogle opened the public hearing and received the following testimony:

- Kimberlee Elbon, La Center, Washington, stated that they will be actively getting the Council out of office.

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Stober, seconded by Councilmember Hansen, and carried unanimously to approve Ordinance M-4366.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Congestion Pricing Update

Katherine Kelly, Senior Transportation Policy Advisor, provided Council with an update on the Oregon Toll Program.

Adjournment

7:33 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City
Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.



Memorandum

To: Keith Jones, AICP, Senior Planner, City of Vancouver
From: Li Alligood, AICP, Tim Leavitt, PE
Copies: Scot Brantley, Hurley Development
Date: March 18, 2022
Subject: HQ Master Plan (LUP-81596) – Additional Information
Project No.: 19809.100

This memo provides additional information and details to augment the HQ Master Plan application (LUP-81596) as requested by staff and respond to proposed conditions of approval recommended by the Planning Commission at its February 22, 2022 hearing, and provide an overview of revisions to the Master Plan since the application submittal.

Proposed & Revised Conditions of Approval

The Planning Commission unanimously recommended approval of the HQ Master Plan application with the following proposed conditions of approval:

1. Within the [HQ] Design Guidelines, Green Building commitments be strengthened.
2. Development of a mutual letter of intent between the Applicant and C-Tran to serve the site as a key site within the transit network.
3. The Design Guidelines name specific transit and multimodal design incentives, including bifurcation of rent and parking costs.
4. Staff and the applicant team work together to strengthen Condition 10 to include safety as a top priority within development of the trail, prior to taking an updated recommendation to Council

Proposed Condition of Approval Responses

1. Green Building Commitments

The applicant has submitted an HQ Design Guidelines document to augment the existing Riverview Gateway Subarea Design Guidelines; the HQ-specific guidelines will be applied in addition to the Riverview Gateway Subarea Design Guidelines.

Section H of the submitted HQ Design Guidelines include language regarding sustainability. At the February 22, 2022 Planning Commission hearing, the Commission requested revisions to the design guidelines to strengthen sustainability commitments. Proposed revisions are shown below – deletions are shown in ~~strikeout~~ and additions are shown in underline.

Hurley Development is committed to applying the “Smart City” approach to the HQ Master Plan area. In addition, development within the HQ Master Plan area will be required to comply with the following:

1. The developer will make sustainable and energy efficient efforts throughout the site through its “Smart City” design. All vertical development shall meet at a minimum one of the standards listed below. Formal certification is not required; however, applicants shall submit documentation to the City Planning Official that demonstrates that the project meets the requisite standards for such certification, and the Planning Official shall review and approve the documentation prior to issuance of a certificate of occupancy.
 - a. The equivalent of a Leadership in Energy Efficiency and Design (LEED) silver standard or better, as published by the U.S. Green Building Council on or before October 19, 2013 (LEED v4)
 - b. The Earth Advantage/Built Green Commercial silver standard or Multifamily ~~certificate~~ silver standard or better as appropriate
 - c. Green Globes – Two Globes or better as appropriate as published by the Green Building Institute on or before December 31, 2021 (Green Globes for New Construction 2021, Multifamily for New Construction (NC), Green Globes for New Construction 2013)
 - d. Or other equivalent sustainable design standard reasonably acceptable to the City that complies with the currently adopted International Building Code, or as approved by other applicable City decision-making authority.
2. Sustainable site features shall include the following:
 - a. On-site landscaping consisting, as much as possible, of native/adaptive and low water/drought tolerant plantings
 - b. All irrigation systems shall use rain sensors and/or underground moisture sensors to limit unnecessary watering.

The applicant has been working with Newcomb & Boyd, an energy and sustainability consultant, to identify additional sustainability measures for the HQ Master Plan site and future vertical development. These measures were then evaluated against the February 22, 2022 City of Vancouver Memorandum: *Climate Early Action Plans Progress Update*. See Attachment 1. In addition to evaluating the City’s climate goals, the Newcomb & Boyd team evaluated the site’s potential to achieve LEED Silver certification. Due to the location of the site at the eastern edge of the City and the lack of public transit service nearby, LEED Gold certification is not achievable. See Attachment 2 for the LEED BD+C checklist. However, Envision Gold certification is feasible based on the sustainable approaches to site infrastructure. See Attachment 3 for the Envision checklist. The Newcomb & Boyd team will be attending the workshop to respond to questions from Council members.

2. C-Tran Coordination

City staff and the applicant have been in communication with C-Tran staff. While C-Tran’s new on-demand transit service, The Current, has recently begun operating in Camas, the service area boundary is 0.25 miles from the project’s eastern site boundary.

The applicant has continued discussions with C-Tran, and C-Tran has provided a letter confirming their commitment to providing public transit service to the Riverview Gateway Subarea in the future. See

Attachment B. C-Tran's 2021-2026 Transit Development Plan does not current include expansion of C-Tran service to the project area.¹ However, the applicant is committed to ensuring that the HQ Master Plan area is able to accommodate transit in the future, and is in conversation with C-Tran about the best way to do so. See Attachment 4 for a memo affirming C-Tran's commitment to future transit service in eastern Vancouver. The street network, as designed, will accommodate buses and other large vehicles in the future.

3. Transit and Multimodal Design Incentives

The Planning Commission requested revisions to the HQ Design Guidelines to incentivize transit and multimodal design incentives. Two specific requests were made of the applicant:

- Review the off-street parking standards of The Heights (HX) Plan District
- Decouple parking from dwelling units as a parking management strategy, as suggested in the submitted Parking Management Plan and is included within the HX Plan District options

HX Zone Parking Requirements

The HX zone was recently adopted to implement The Heights Mixed Use (HX) Plan District. The Heights (HX) Plan District requirements are contained in Chapter 20.670 VMC. The Heights parking strategy is addressed in [Subsection 20.670.040.J VMC](#) and includes strategies for dispersed, shared parking, as well as parking reductions with transportation demand management (TDM) measures. These measures could include provision of an annual transit pass for residents, pricing for parking spaces that is charged separately from residential units, designation of a percentage of parking spaces for high occupancy vehicle (HOV) use, on-site care share vehicles and parking spaces, use of a guaranteed ride home program, on-site shared cargo bikes, and on-site provision of repair facilities and/or services for bicycles or other non-vehicular mobility devices.

The Heights Plan District and the Riverview Gateway Subarea differ in a several key areas:

- The Heights is served by public transit, and the Riverview Gateway Subarea is not
- Chapter 20.670 VMC provides alternative parking standards for the HX zone and by-right reductions to off-street parking requirements through application of specific TDM measures within the District.
- Chapter 20.680 VMC requires development within the Riverview Gateway Subarea to meet the standards of Chapter 20.945 VMC, which identifies minimum parking requirements for standard use classifications and does not include exceptions for the RGX zone. Currently, reductions must be requested through a variance procedure.

The applicant is interested in providing incentives for parking reductions within the HQ Master Plan area, and proposes decoupling pricing for parking spaces from pricing for residential uses as recommended in the Parking Management Strategy as described below. The applicant also intends to provide shared cargo bikes within the development to provide alternatives to vehicular travel.

Decoupling Parking Pricing from Residential Pricing

The January 7, 2022 Parking Management Plan prepared by RBT Consultants recommends unbundling parking fees in Zone B-1 (the multifamily residential area north of HQ Drive) from rent as a strategy to

¹ Available online at https://www.c-tran.com/images/Reports/C-TRAN_2021-2026_Transit_Development_Plan2.pdf. Retrieved March 13, 2022.

ensure that off-street parking serves users effectively and efficiently. The HQ Design Guidelines do not current include language regarding unbundling parking. The applicant proposes the following revisions to Section H of the HQ Design Guidelines to address this condition of approval:

3. Parking Management

- a. As noted in the January 2022 Parking Management Plan prepared by RBT Consultants, off-street parking within Zone B-1 will be decoupled from rent in order to increase efficiency of parking usage and to reduce the cost of rent for those who do not own vehicles.

In addition to the Riverview Gateway Design Guidelines and the HQ Design Guidelines, development of each site will be required to demonstrate compliance with the applicable provisions of VMC Title 20. Subsection 20.945.070.E.2 provides design incentives for reduction of required off-street parking spaces, including the provision of additional secured bicycle parking, inclusion of transit supportive plazas, building to the sidewalk and/or corner, and providing public spaces within commercial developments.

4. Condition of Approval (COA) 10 – North Ridge Trail Connection

City staff have proposed a condition of approval (COA) to require a trail connection between the quarry floor and the “north ridge” of the site. COA 10 reads, in full:

Prior to recording the main master plan subdivision, the applicant shall extend a trail from the proposed single-family residential subdivision down to the base of the quarry that connects to the main master plan trail system; and all other trails shall be installed unless a phasing plan is approved by the Planning Department. All trails and landscaping shall be indicated on the engineering plans and approved by the City with the civil engineering permit. Timing of installation of the City park can be installed per agreements with the City Parks Department and the public plaza can be delayed until development and permitting of surrounding buildings.

The applicant has evaluated this proposed trail connection with the geotechnical engineer, NV5, and with City Engineering and Planning staff. The applicant met with City staff on March 10, 2022 to discuss the geotechnical engineer’s concern with the condition as written and to explore revised language that would provide additional flexibility in the location and design of a trail connection subject to further analysis and evaluation. See Attachment 5 for NV5’s assessment.

The applicant also requests that the condition of approval be further refined to separate the City park and the public/Civil plaza conditions of approval from the trail and from each other to clarify the expected timing of each relative to other site improvements.

Additional Items

The applicant is continuing discussions with City Vancouver Transportation staff to ensure that the conditions of approval related to transportation infrastructure improvements for the proposed subdivision reflect the recommendations of the transportation impact assessment (TIA) prepared by Mackenzie, both in terms of timing and standards. The intent is to have revised conditions of approval for Council review at the public hearing for the HQ Master Plan.

Request & Next Steps

The applicant respectfully requests City Council input and discussion regarding the proposed response to the Planning Commission’s recommended Conditions of Approval. The applicant will incorporate City

Council comments into a revised submittal for review at an upcoming City Council hearing on the Master Plan application.

Attachments

1. HQ Contributions to Vancouver Climate Action Plan
2. LEED BD+C Certification Checklist
3. Envision Certification Checklist
4. C-Tran Letter dated March 16, 2022
5. NV5 Memo regarding trail connections dated March 16, 2022

HQ CONTRIBUTIONS TO VANCOUVER CLIMATE ACTION PLAN

The purpose of this document is to identify HQ Contributions to the Climate Action goals established in the February 22, 2022 City of Vancouver Memorandum: Climate Early Actions Package Progress Update.

Key Strategies specifically identified in the Memo are identified below, accompanied by HQ efforts to address each strategy.

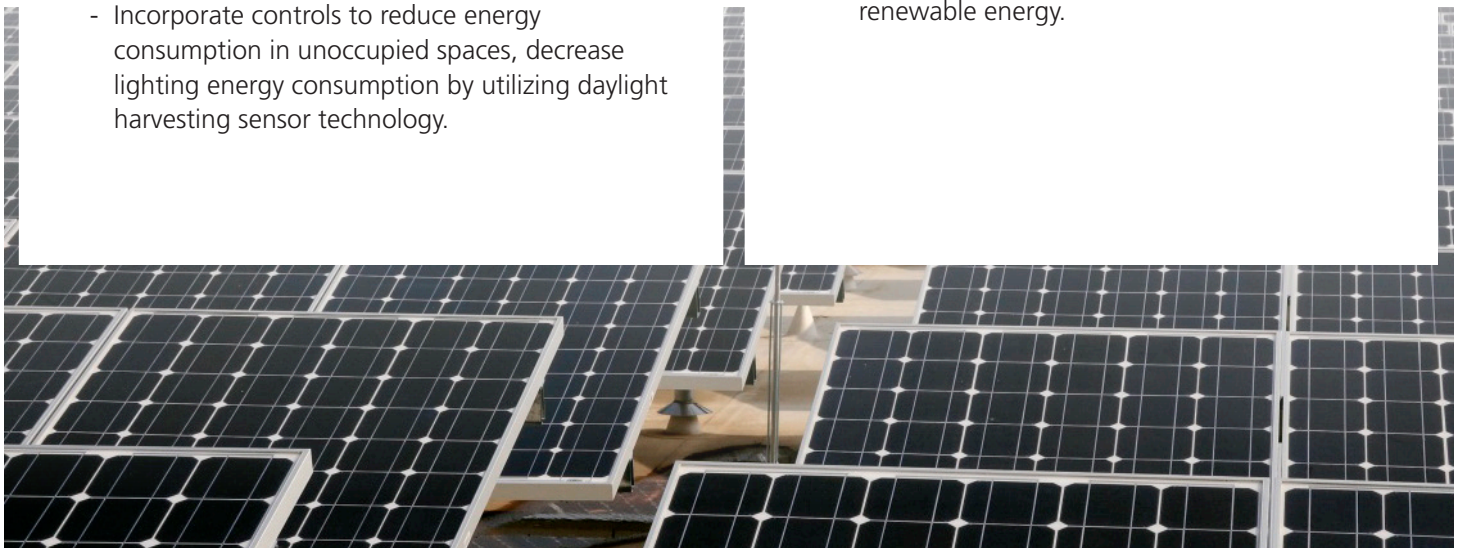
■ BUILDING & ENERGY

GOAL: REDUCE BUILDING ENERGY DEMAND FOR COMMERCIAL AND RESIDENTIAL BUILDINGS

- Require multifamily and hotel buildings to achieve at least 20% projected energy cost reduction compared to LEED v4 baseline building.
- Require core & shell buildings (retail, light industrial) to achieve at least 10% projected energy cost reduction compared to LEED v4 baseline building.
- Provide high efficiency systems to optimize energy savings throughout the development.
- Provide smart building infrastructure to optimize energy use.
 - Identify how HQ is performing as it relates to energy usage, and provide owners and occupants with strategies to contribute to energy savings.
 - Manage all assets proactively rather than reactively to avoid wasted energy use.
 - Provide fault detection and diagnostics (FDD) to continuously identify the presence of faults and target opportunities for improved energy efficiency.
 - Incorporate controls to reduce energy consumption in unoccupied spaces, decrease lighting energy consumption by utilizing daylight harvesting sensor technology.

GOAL: SWITCH TO LOWEST-CARBON POWER SOURCE AVAILABLE FOR BUILDING HEATING/COOLING AND COOKING

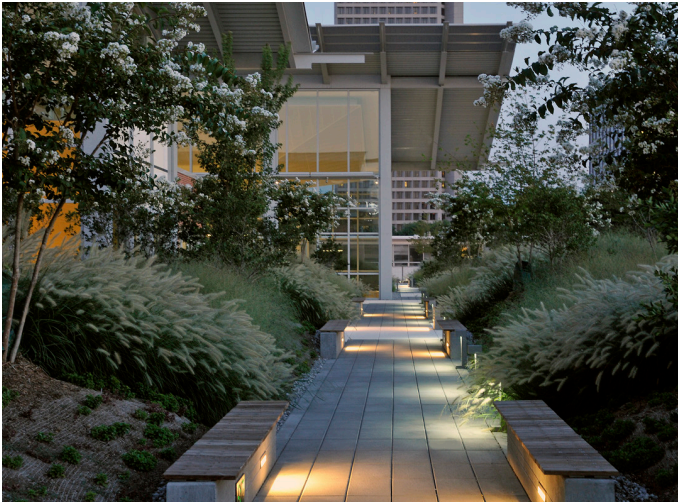
- Promote decarbonization.
 - Analyze low-carbon power sources available for building heating/cooling and cooking.
 - Team with utilities to understand and advance their decarbonization efforts and timelines.
 - Work toward decarbonization through efficiency, on-site renewables, and low-carbon power sources.
 - Provide site and building solutions tailored to use and needs of different building types.
- Incorporate Solar Photovoltaic (PV) technology.
 - Provide all properties with solar ready infrastructure.
 - Provide solar to serve all retained (owned/operated) properties.
 - Advocate and try to partner with Clark PUD, Northwest Natural Gas, and City of Vancouver to use development as test case for community renewable energy.



NATURAL SYSTEMS

GOAL: PRESERVE, EXPAND AND IMPROVE GREENSPACES AND TREE CANOPY FOR CARBON CAPTURE

- At least 28% of the site will be covered by tree canopy.
- More than 25% of the total site area will be preserved or restored with native or adapted landscaping, including multiple species of vegetation and a pollinator garden.
- HQ development includes several greenspaces including a 6-acre neighborhood park, vegetated civic plaza, and dog park.
- Existing vegetation in the large buffer area surrounding the site will be preserved.



TRANSPORTATION AND LAND USE

GOAL: INCREASE WALKING, BIKING, AND TRANSIT AND DECREASE DRIVING

- Mixed use development discourages the need for vehicle use throughout the development.
- Multi-use trail provides access to each of the buildings and connects to the separated bicycle and pedestrian facilities running east-west along HQ drive.
- Shared Cargo bicycles will be available and bicycle parking will be conveniently provided throughout HQ.
- Infrastructure will accommodate future public transportation routes through the site.
- Smart parking software will allow for reduced congestion and circling, resulting in reduced produced emissions like CO2.

GOAL: RAPID TRANSITION TO ELECTRIC AND LOW-CARBON VEHICLES

- 300+ EV spaces will be provided, encouraging EV use for both residents and visitors. Anticipating future transition to EV, HQ will also provide 300 EV-ready spaces.
- EV reporting metrics will be shared with the city and public to further promote EV use.
- HQ supports fleet programs and taxi superchargers to further drive interest

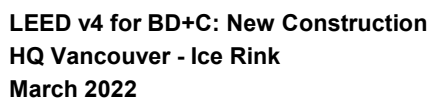
GOAL: REVISE LAND USE PATTERNS TO CONCENTRATE GROWTH, PROVIDE ABUNDANT HOUSING IN A VARIETY OF SIZES AND PRICE POINTS, AND SUPPORT TRANSPORTATION GOALS.

- Concentrated growth: HQ's site density is about 38,000 gross square feet per acre; density that exceeds that of downtown Vancouver.
- Abundant housing: There are 1,950 units on the HQ site.
- Affordable housing will be provided for 10% of units. Multiple styles of multifamily housing will provide for a variety of sizes and price points.
- HQ has obtained letter of Intent from C-Tran to provide commitment for future ridership to the HQ site.



LEED v4 for BD+C: New Construction
HQ Vancouver - Ice Rink
March 2022

Yes	Maybe	No		Credit Name	Possible Points
		Location / Transportation	Other		
1				Integrative Process	1
4	2	9	1	Location and Transportation	16
		-		LEED for Neighborhood Development Location	16
1				Sensitive Land Protection	1
		1	1	High Priority Site	2
2		3		Surrounding Density and Diverse Uses	5
		5		Access to Quality Transit	5
	1			Bicycle Facilities	1
	1			Reduced Parking Footprint	1
1				Green Vehicles	1
8	2	0	0	Sustainable Sites	10
Y				Construction Activity Pollution Prevention	Required
1				Site Assessment	1
2				Site Development - Protect or Restore Habitat	2
1				Open Space	1
3				Rainwater Management	3
	2			Heat Island Reduction	2
1				Light Pollution Reduction	1
8	2	0	1	Water Efficiency	11
Y				Outdoor Water Use Reduction	Required
Y				Indoor Water Use Reduction	Required
Y				Building-Level Water Metering	Required
2				Outdoor Water Use Reduction	2
5			1	Indoor Water Use Reduction	6
	2			Cooling Tower Water Use / Optimize Process Water	2
1				Water Metering	1
13	9	0	11	Energy and Atmosphere	33
Y				Fundamental Commissioning and Verification	Required
Y				Minimum Energy Performance	Required
Y				Building-Level Energy Metering	Required
Y				Fundamental Refrigerant Management	Required
4	2			Enhanced Commissioning	6
8	2		8	Optimize Energy Performance	18
			1	Advanced Energy Metering	1
			2	Demand Response	2
	3			Renewable Energy Production	3
1				Enhanced Refrigerant Management	1
	2			Green Power and Carbon Offsets	2

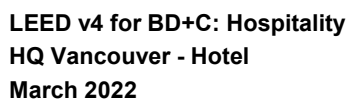


Total if HQ were located in a densely occupied area with extensive public transportation opportunities.



LEED v4 for BD+C: Hospitality
HQ Vancouver - Hotel
March 2022

Yes	Maybe	No		Credit Name	Possible Points
		Location / Transportation	Other		
1				Integrative Process	1
5	1	9	1	Location and Transportation	16
		–		LEED for Neighborhood Development Location	16
1				Sensitive Land Protection	1
		1	1	High Priority Site	2
2		3		Surrounding Density and Diverse Uses	5
		5		Access to Quality Transit	5
1				Bicycle Facilities	1
	1			Reduced Parking Footprint	1
1				Green Vehicles	1
8	2	0	0	Sustainable Sites	10
Y				Construction Activity Pollution Prevention	Required
1				Site Assessment	1
2				Site Development - Protect or Restore Habitat	2
1				Open Space	1
3				Rainwater Management	3
	2			Heat Island Reduction	2
1				Light Pollution Reduction	1
4	3	0	4	Water Efficiency	11
Y				Outdoor Water Use Reduction	Required
Y				Indoor Water Use Reduction	Required
Y				Building-Level Water Metering	Required
1	1			Outdoor Water Use Reduction	2
2			4	Indoor Water Use Reduction	6
	2			Cooling Tower Water Use	2
1				Water Metering	1
15	8	0	10	Energy and Atmosphere	33
Y				Fundamental Commissioning and Verification	Required
Y				Minimum Energy Performance	Required
Y				Building-Level Energy Metering	Required
Y				Fundamental Refrigerant Management	Required
4			2	Enhanced Commissioning	6
9	3		6	Optimize Energy Performance	18
1				Advanced Energy Metering	1
			2	Demand Response	2
	3			Renewable Energy Production	3
1				Enhanced Refrigerant Management	1
	2			Green Power and Carbon Offsets	2

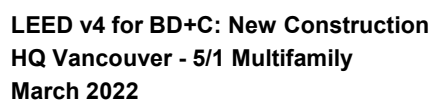


68 Total if HQ were located in a densely occupied area with extensive public transportation opportunities.



LEED v4 for BD+C: New Construction
HQ Vancouver - 5/1 Multifamily
March 2022

Yes	Maybe	No		Credit Name	Possible Points
		Location/Transportation	Other		
1				Integrative Process	1
4	1	10	1	Location and Transportation	16
		--		LEED for Neighborhood Development Location	16
1				Sensitive Land Protection	1
		1	1	High Priority Site	2
2		3		Surrounding Density and Diverse Uses	5
		5		Access to Quality Transit	5
		1		Bicycle Facilities	1
	1			Reduced Parking Footprint	1
1				Green Vehicles	1
8	2	0	0	Sustainable Sites	10
Y				Construction Activity Pollution Prevention	Required
1				Site Assessment	1
2				Site Development - Protect or Restore Habitat	2
1				Open Space	1
3				Rainwater Management	3
	2			Heat Island Reduction	2
1				Light Pollution Reduction	1
3	2	0	6	Water Efficiency	11
Y				Outdoor Water Use Reduction	Required
Y				Indoor Water Use Reduction	Required
Y				Building-Level Water Metering	Required
1	1			Outdoor Water Use Reduction	2
2			4	Indoor Water Use Reduction	6
			2	Cooling Tower Water Use / Optimize Process Water	2
	1			Water Metering	1
13	7	0	13	Energy and Atmosphere	33
Y				Fundamental Commissioning and Verification	Required
Y				Minimum Energy Performance	Required
Y				Building-Level Energy Metering	Required
Y				Fundamental Refrigerant Management	Required
4			2	Enhanced Commissioning	6
8	2		8	Optimize Energy Performance	18
			1	Advanced Energy Metering	1
			2	Demand Response	2
	3			Renewable Energy Production	3
1				Enhanced Refrigerant Management	1
	2			Green Power and Carbon Offsets	2



65 Total if HQ were located in a densely occupied area with extensive public transportation opportunities.



LEED v4 for BD+C: New Construction
HQ Vancouver - Garden Style Multifamily
March 2022

No				Credit Name	Possible Points
Yes	Maybe	Location / Transportation	Other		
1				Integrative Process	1
5	1	9	1	Location and Transportation	16
		—		LEED for Neighborhood Development Location	16
1				Sensitive Land Protection	1
		1	1	High Priority Site	2
2		3		Surrounding Density and Diverse Uses	5
		5		Access to Quality Transit	5
1				Bicycle Facilities	1
	1			Reduced Parking Footprint	1
1				Green Vehicles	1
8	2	0	0	Sustainable Sites	10
Y				Construction Activity Pollution Prevention	Required
1				Site Assessment	1
2				Site Development - Protect or Restore Habitat	2
1				Open Space	1
3				Rainwater Management	3
	2			Heat Island Reduction	2
1				Light Pollution Reduction	1
2	2	0	7	Water Efficiency	11
Y				Outdoor Water Use Reduction	Required
Y				Indoor Water Use Reduction	Required
Y				Building-Level Water Metering	Required
1	1			Outdoor Water Use Reduction	2
1	1		4	Indoor Water Use Reduction	6
		2		Cooling Tower Water Use / Optimize Process Water	2
		1		Water Metering	1
13	7	0	13	Energy and Atmosphere	33
Y				Fundamental Commissioning and Verification	Required
Y				Minimum Energy Performance	Required
Y				Building-Level Energy Metering	Required
Y				Fundamental Refrigerant Management	Required
4			2	Enhanced Commissioning	6
8	2		8	Optimize Energy Performance	18
		1		Advanced Energy Metering	1
		2		Demand Response	2
	3			Renewable Energy Production	3
1				Enhanced Refrigerant Management	1
	2			Green Power and Carbon Offsets	2



64 Total if HQ were located in a densely occupied area with extensive public transportation opportunities.



LEED v4 for BD+C: Core & Shell
HQ Vancouver - Light Industrial
March 2022

Yes	Maybe	No			Credit Name	Possible Points
		Location / Transportation	Tenant Requirement	Other		
1					Integrative Process	1
5	1	12	0	2	Location and Transportation	20
		—			LEED for Neighborhood Development Location	20
2					Sensitive Land Protection	2
		1		2	High Priority Site	3
2		4			Surrounding Density and Diverse Uses	6
		6			Access to Quality Transit	6
		1			Bicycle Facilities	1
	1				Reduced Parking Footprint	1
1					Green Vehicles	1
6	2	0	0	3	Sustainable Sites	11
Y					Construction Activity Pollution Prevention	Required
1					Site Assessment	1
2					Site Development - Protect or Restore Habitat	2
1					Open Space	1
				3	Rainwater Management	3
	2				Heat Island Reduction	2
1					Light Pollution Reduction	1
1					Tenant Design and Construction Guidelines	1
3	3	0	2	3	Water Efficiency	11
Y					Outdoor Water Use Reduction	Required
Y					Indoor Water Use Reduction	Required
Y					Building-Level Water Metering	Required
1	1				Outdoor Water Use Reduction	2
1			2	3	Indoor Water Use Reduction	6
	2				Cooling Tower Water Use / Optimize Process Water	2
1					Water Metering	1
8	9	0	6	10	Energy and Atmosphere	33
Y					Fundamental Commissioning and Verification	Required
Y					Minimum Energy Performance	Required
Y					Building-Level Energy Metering	Required
Y					Fundamental Refrigerant Management	Required
4	2				Enhanced Commissioning	6
3	2		5	8	Optimize Energy Performance	18
			1		Advanced Energy Metering	1
				2	Demand Response	2
	3				Renewable Energy Production	3
1					Enhanced Refrigerant Management	1
	2				Green Power and Carbon Offsets	2



LEED v4 for BD+C: Core & Shell
HQ Vancouver - Light Industrial
March 2022

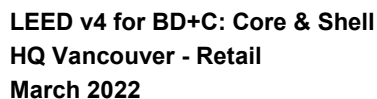
Yes	Maybe	No			Credit Name	Possible Points
		Location / Transportation	Tenant Requirement	Other		
7	4	0	0	3	Materials and Resources	14
Y					Storage and Collection of Recyclables	Required
Y					Construction and Demolition Waste Management Planning	Required
1	2			3	Building Life-Cycle Impact Reduction	6
2					BPDO - Environmental Product Declarations	2
1	1				BPDO - Sourcing of Raw Materials	2
2					BPDO - Material Ingredients	2
1	1				Construction and Demolition Waste Management	2
6	4	0	0	0	Indoor Environmental Quality	10
Y					Minimum Indoor Air Quality Performance	Required
Y					Environmental Tobacco Smoke Control	Required
2					Enhanced Indoor Air Quality Strategies	2
3					Low-Emitting Materials	3
1					Construction Indoor Air Quality Management Plan	1
	3				Daylight	3
	1				Quality Views	1
6	0	0	0	0	Innovation	6
1					Innovation: Purchasing - Lamps (Mercury)	1
1					Exemplary - EPDs	1
1					Innovation: Walkable Project Site	1
1					Pilot Credit	1
1					Innovation	1
1					LEED Accredited Professional	1
2	2	0	0	0	Regional Priority	4
	1				Outdoor Water Use - 2	1
	1				Renewable Energy Production - 2	1
1					BPDO - EPDs - 1	1
				--	Rainwater Mgmt - 3	1
				--	Demand Response - 1	1
1					BPDO - Raw Materials - 1	1
Yes	Maybe	No			Credit Name	Possible Points
		Location / Transportation	Tenant Requirement	Other		
44	25	12	8	21	TOTALS	Possible Points: 110
Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110						

56 Total if HQ were located in a densely occupied area with extensive public transportation opportunities.



LEED v4 for BD+C: Core & Shell
HQ Vancouver - Retail
March 2022

Yes	Maybe	No			Credit Name	Possible Points
		Location / Transportation	Tenant Requirement	Other		
1					Integrative Process	1
5	1	12	0	2	Location and Transportation	20
		0			LEED for Neighborhood Development Location	20
2					Sensitive Land Protection	2
		1		2	High Priority Site	3
2		4			Surrounding Density and Diverse Uses	6
		6			Access to Quality Transit	6
		1			Bicycle Facilities	1
	1				Reduced Parking Footprint	1
1					Green Vehicles	1
9	2	0	0	0	Sustainable Sites	11
Y					Construction Activity Pollution Prevention	Required
1					Site Assessment	1
2					Site Development - Protect or Restore Habitat	2
1					Open Space	1
3					Rainwater Management	3
	2				Heat Island Reduction	2
1					Light Pollution Reduction	1
1					Tenant Design and Construction Guidelines	1
3	1	0	2	5	Water Efficiency	11
Y					Outdoor Water Use Reduction	Required
Y					Indoor Water Use Reduction	Required
Y					Building-Level Water Metering	Required
1	1				Outdoor Water Use Reduction	2
1			2	3	Indoor Water Use Reduction	6
			2		Cooling Tower Water Use / Optimize Process Water	2
1					Water Metering	1
8	9	0	6	10	Energy and Atmosphere	33
Y					Fundamental Commissioning and Verification	Required
Y					Minimum Energy Performance	Required
Y					Building-Level Energy Metering	Required
Y					Fundamental Refrigerant Management	Required
4	2				Enhanced Commissioning	6
3	2		5	8	Optimize Energy Performance	18
			1		Advanced Energy Metering	1
			2		Demand Response	2
	3				Renewable Energy Production	3
1					Enhanced Refrigerant Management	1
	2				Green Power and Carbon Offsets	2



60 Total if HQ were located in a densely occupied area with extensive public transportation opportunities.



Envision® v3
Pre-Assessment Checklist

			Credit Assessment Status	Evaluation Questions Assessed		Assessment Status						Assessed Maximum Points Available	Total Maximum Points
				Yes	No	Improved	Enhanced	Superior	Conserving	Restorative	Points		
 Quality of Life	Wellbeing	QL1.1 Improve Community Quality of Life	Assessed	6	1	0	0	0	20	0	20	26	26
		QL1.2 Enhance Public Health & Safety	Assessed	5	1	0	0	0	16	0	16	20	20
		QL1.3 Improve Construction Safety	Assessed	3	2	0	5	0	0	--	5	14	14
		QL1.4 Minimize Noise & Vibration	Assessed	3	2	0	3	0	0	0	3	12	12
		QL1.5 Minimize Light Pollution	Assessed	5	1	0	0	0	10	0	10	12	12
		QL1.6 Minimize Construction Impacts	Assessed	5	1	0	0	0	8	--	8	8	8
	Mobility	QL2.1 Improve Community Mobility Access	Assessed	5	1	0	0	0	11	0	11	14	14
		QL2.2 Encourage Sustainable Transportation	Assessed	3	1	--	0	0	12	0	12	16	16
		QL2.3 Improve Access & Wayfinding	Assessed	4	0	0	0	0	14	--	14	14	14
	Community	QL3.1 Advance Equity & Social Justice	Assessed	6	1	0	0	0	14	0	14	18	18
		QL3.2 Preserve Historic & Cultural Resources	Assessed	5	1	--	0	0	12	0	12	18	18
		QL3.3 Enhance Views & Local Character	Assessed	6	0	0	0	0	0	14	14	14	14
		QL3.4 Enhance Public Space & Amenities	Assessed	4	0	0	0	0	11	0	11	14	14

			Credit Assessment Status	Evaluation Questions Assessed		Assessment Status						Assessed Maximum Points Available	Total Maximum Points
				Yes	No	Improved	Enhanced	Superior	Conserving	Restorative	Points		
 Leadership	Collaboration	LD1.1 Provide Effective Leadership & Commitment	Assessed	3	1	0	0	12	0	--	12	18	18
		LD1.2 Foster Collaboration & Teamwork	Assessed	4	0	0	0	0	18	--	18	18	18
		LD1.3 Provide for Stakeholder Involvement	Assessed	4	2	0	0	0	0	0	0	18	18
		LD1.4 Pursue Byproduct Synergies	Assessed	2	3	3	0	0	0	0	3	18	18
	Planning	LD2.1 Establish a Sustainability Management Plan	Assessed	4	1	0	0	12	0	--	12	18	18
		LD2.2 Plan for Sustainable Communities	Assessed	4	1	0	0	0	12	0	12	16	16
		LD2.3 Plan for Long-Term Monitoring & Maintenance	Assessed	4	1	0	0	8	0	--	8	12	12
		LD2.4 Plan for End-of-Life	Assessed	0	5	0	0	0	0	--	0	14	14
	Economy	LD3.1 Stimulate Economic Prosperity & Development	Assessed	5	0	0	0	0	20	--	20	20	20
		LD3.2 Develop Local Skills & Capabilities	Assessed	0	4	0	0	0	0	0	0	16	16
		LD3.3 Conduct a Life-Cycle Economic Evaluation	Assessed	0	5	0	0	0	0	0	0	14	14



Envision® v3
Pre-Assessment Checklist

			Credit Assessment Status	Evaluation Questions Assessed		Assessment Status						Assessed Maximum Points Available	Total Maximum Points	
				Yes	No	Improved	Enhanced	Superior	Conserving	Restorative	Points			
 Resource Allocation	Materials	RA1.1 Support Sustainable Procurement Practices	Assessed	1	1	0	0	0	0	--	0	12	12	
		RA1.2 Use Recycled Materials	Assessed	1	0	4	0	0	0	0	--	4	16	16
		RA1.3 Reduce Operational Waste	Assessed	1	1	0	0	0	0	0	--	0	14	14
		RA1.4 Reduce Construction Waste	Assessed	2	0	0	7	0	0	0	--	7	16	16
		RA1.5 Balance Earthwork On Site	Assessed	0	1	0	0	0	0	0	--	0	8	8
	Energy	RA2.1 Reduce Operational Energy Consumption	Assessed	2	0	6	0	0	0	0	--	6	26	26
		RA2.2 Reduce Construction Energy Consumption	Assessed	1	1	1	0	0	0	0	--	1	12	12
		RA2.3 Use Renewable Energy	Assessed	0	1	0	0	0	0	0	0	0	24	24
		RA2.4 Commission & Monitor Energy Systems	Assessed	3	0	3	0	0	0	0	--	3	14	14
	Water	RA3.1 Preserve Water Resources	Assessed	3	3	0	5	0	0	0	0	5	12	12
		RA3.2 Reduce Operational Water Consumption	Assessed	3	1	0	9	0	0	0	0	9	22	22
		RA3.3 Reduce Construction Water Consumption	Assessed	0	2	0	0	0	0	0	--	0	8	8
RA3.4 Monitor Water Systems		Assessed	2	0	0	0	0	0	12	--	12	12	12	

			Credit Assessment Status	Evaluation Questions Assessed		Assessment Status						Assessed Maximum Points Available	Total Maximum Points
				Yes	No	Improved	Enhanced	Superior	Conserving	Restorative	Points		
 Natural World	Siting	NW1.1 Preserve Sites of High Ecological Value	Assessed	4	2	0	0	0	16	0	16	22	22
		NW1.2 Provide Wetland & Surface Water Buffers	Assessed	2	3	0	0	0	0	0	0	20	20
		NW1.3 Preserve Prime Farmland	Not Applicable	0	0	--	0	0	0	0	0	0	16
		NW1.4 Preserve Undeveloped Land	Assessed	2	0	0	0	0	0	24	24	24	24
	Conservation	NW2.1 Reclaim Brownfields	Assessed	0	4	0	0	0	0	0	0	22	22
		NW2.2 Manage Stormwater	Assessed	3	1	2	0	0	0	0	2	24	24
		NW2.3 Reduce Pesticide & Fertilizer Impacts	Assessed	2	2	0	0	0	0	0	0	12	12
		NW2.4 Protect Surface & Groundwater Quality	Assessed	0	6	0	0	0	0	0	0	20	20
	Ecology	NW3.1 Enhance Functional Habitats	Assessed	2	4	2	0	0	0	0	2	18	18
		NW3.2 Enhance Wetland & Surface Water Functions	Assessed	5	2	0	0	12	0	0	12	20	20
		NW3.3 Maintain Floodplain Functions	Not Applicable	0	0	0	0	0	0	0	0	0	14
		NW3.4 Control Invasive Species	Assessed	2	4	1	0	0	0	0	1	12	12
		NW3.5 Protect Soil Health	Assessed	2	2	--	3	0	0	0	3	8	8



Envision® v3
Pre-Assessment Checklist

			Credit Assessment Status	Evaluation Questions Assessed		Assessment Status						Assessed Maximum Points Available	Total Maximum Points
				Yes	No	Improved	Enhanced	Superior	Conserving	Restorative	Points		
 Climate and Resilience	Emissions	CR1.1 Reduce Net Embodied Carbon	Assessed	2	1	0	0	0	0	--	0	20	20
		CR1.2 Reduce Greenhouse Gas Emissions	Assessed	1	1	0	0	0	0	0	0	26	26
		CR1.3 Reduce Air Pollutant Emissions	Assessed	2	3	2	0	0	0	0	2	18	18
	Resilience	CR2.1 Avoid Unsuitable Development	Not Applicable	0	0	0	0	0	0	0	0	0	16
		CR2.2 Assess Climate Change Vulnerability	Assessed	3	2	0	14	0	0	--	14	20	20
		CR2.3 Evaluate Risk and Resilience	Assessed	5	1	0	0	0	0	--	0	26	26
		CR2.4 Establish Resilience Goals and Strategies	Assessed	3	1	--	0	0	0	--	0	20	20
		CR2.5 Maximize Resilience	Assessed	3	2	11	0	0	0	--	11	26	26
		CR2.6 Improve Infrastructure Integration	Assessed	3	2	0	5	0	0	0	5	18	18

	Credit Assessment Status	Evaluation Questions Assessed		Assessment Status						Assessed Maximum Points Available	Total Maximum Points
		Yes	No	Improved	Enhanced	Superior	Conserving	Restorative	Points		
Total Points	All Credits Assessed	155	89	35	51	44	206	38	374	954	1000

Possible Award Level:	Silver
-----------------------	--------



TE/da

March 16, 2022

Planning Commission
City of Vancouver
415 W 6th Street
Vancouver, WA 98660

RE: Headquarters and Fisher's Creek Development

Dear Commissioners:

C-TRAN thanks you for the opportunity to comment and discuss opportunities for future service provision with both the City of Vancouver staff and representatives from Hurley Development.

C-TRAN currently does not provide Fixed Route Transit Service to the Headquarters and Fisher's Creek Development Site. After discussions, C-TRAN recognizes the need to provide high quality transit service to the area along SE 192nd Avenue and SE 34th Street in part due to a number of planned developments in the area. While subject to public input and formal approval, C-TRAN anticipates that near term changes to the Fixed Route network resulting from the Mill Plain Bus Rapid Transit project and the opening of the Mill Plain Transit Center near 184th Way and Mill Plain Blvd will include providing Fixed Route Service along SE 192nd Avenue between SR-14 and Mill Plain Boulevard. C-TRAN is supportive of the level of development and subsequent trip demand that will be generated from this development, meeting adopted C-TRAN standards for service provision. As more development is materialized, we will review opportunities to expand service to that area.

Again, thank you for allowing C-TRAN's input into your planning.

Sincerely,

A handwritten signature in blue ink, appearing to read "Taylor Eidt", written in a cursive style.

Taylor Eidt
Planning Project Manager

March 16, 2022

Hurley Development
275 West 3rd Street, Suite 300
Vancouver, WA 98660

Attention: Scot Brantley

Discussion and Recommendations for Pedestrian Trail Connection

HQ Vancouver
West of SE Brady Road and SE 192nd Avenue
Vancouver, Washington
Project: HurleyDev-3-01

NV5 has prepared this letter to discuss the pedestrian trail at the HQ Development in Vancouver, Washington. We understand that a trail connection is proposed between the “north ridge” area and the quarry base in the west portion of the site. We have been involved with the HQ Vancouver development for multiple years and have conducted geotechnical explorations, slope stability analysis, and rockfall analysis as well as prepared preliminary geotechnical reports in the location of the proposed trail connection and in other portions of the site.

Subsurface conditions at the proposed trail connection consist of a thin layer of overburden soil consisting of a variable mixture of silt, clay, sand, gravel, and cobbles on top of basalt bedrock. The slopes leading from the “north ridge” area to the quarry base in the proposed alignment consist of basalt benches created during historic mining operations. The benches include vertical to sub-vertical highwalls that expose fresh to slightly weathered basaltic andesite with areas of poorly developed columnar jointing.

Observations by a licensed engineering geologist at NV5 concluded that rock masses of up to three feet in diameter could be released as rockfall from the vertical to sub-vertical highwalls. A preliminary rockfall analysis concluded a 20- to 30-foot-wide catchment area with a berm at least 5 feet high should be installed at the base of the highwalls to contain released rock.

Due to the public safety concern associated with the potential for rockfall, we recommend an alternative trail connection between the upper and lower portions of the HQ Development be selected. Based on our experience at the site, we recommend accessing the quarry floor from the east portion of the site along 192nd Avenue, where exposed rock is not present and slopes are more conducive for constructing a trail.

We appreciate the opportunity to be of continued service to you on this project. Please call if you have questions concerning the information provided.

Sincerely,

NV5



Nick Pavaglio, P.E.
Principal Engineer



Signed 03/16/2022

cc: Tim Leavitt, Otak (via email only)
Li Alligood, Otak (via email only)

NNP:sn

One copy submitted (via email only)

Document ID: HurleyDev-3-01-031622-geol-trail.docx

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MEMORANDUM

To: City of Vancouver
Attention: Keith Jones

From: William Reynolds, PE (WA), AICP, PTP
RBT Consultants

Date: January 7, 2022

Subject: Parking Management Plan for the HQ Master Plan Project

Executive Summary

The following memo documents a review of minimum off-street parking required by Vancouver Municipal Code for the HQ Master Plan project, as well as a parking management plan to allow for a shared-parking approach. Key findings and recommendations are summarized below:

- Based on the proposed land uses and gross floor area for each building (Lots 1-30), a minimum of **4,890 off-street parking stalls** would be required to meet base code requirements (VMC Section 20.945.070), including reductions to account for shared parking within the mixed-use core area of the project (VMC Section 20.945.030).
- The proposed **5,308 off-street stalls** exceeds minimum code requirements, not including the additional 627 on-street stalls which would be used essentially exclusively by visitors to the project area. This is summarized by Zone in the following table:

	Zone A	Zone B-1	Zone B-2	Zone C-F	Total
Code-Required Parking Supply	233	1,222	12	3,423	4,890
Proposed Parking Supply	445	1,347	24	3,492	5,308
Surplus/Deficit	+212	+125	+12	+69	+418
Meets Code Requirements	Yes	Yes	Yes	Yes	Yes

- Zone A (office-industrial area) and Zone B (residential area) exceed minimum parking requirements, and additionally, peak parking demands in these areas are not expected to exceed the proposed off-street parking supplies. Each development will need to comply with both minimum and maximum parking requirements during the site plan review process, and some adjustments may be needed if the final plan exceeds code-allowed parking maximums.
- Zone C does not currently meet minimum parking requirements as a standalone zone (273 stall deficit), but when combined with adjacent zones, Zones C-F exceed the minimum parking requirements by 69 stalls. During the phasing of the project, parking will need to be shared within this area to ensure users of Zone C will have the ability to park in some combination of Zone D, E, and F to meet code requirements.

- Using the methodology outlined by ULI's *Shared Parking, 3rd Edition* (with demand ratios based primarily on 85th percentile rates from *ITE's Parking Generation, 5th Edition*), and assuming 1,180 stalls reserved exclusively for residents, weekday parking demand within the mixed-use core area of the project (Zones C-F) is expected to peak at 2:00 PM with **3,127 vehicles**¹ (82% of the combined on- and off-street supply in this core area). Weekend parking demand within the mixed-use core is expected to peak at 8:00 PM with **3,017 vehicles**² (80% of the combined on- and off-street supply in this core area).
- To ensure a shared parking approach serves the anticipated users effectively and efficiently, several recommendations are presented as part of a parking management plan, including the following elements:

On-Street System

- Implement On-Street Time Limits with Enforcement

Off-Street System (Zone A)

- Install "No Overnight Parking" Signage (If Warranted):

Off-Street System (Zone B-1)

- Unbundle Parking Fees from Rent

Off-Street System (Zones C-F)

- Implement Time-Limited Parking in the Most Convenient Customer Parking Areas
- Implement Time-Limited/Or-By-Permit Parking in All Areas to be Shared by Customers, Employees, and Residents
- Utilize a Two-Tiered Residential Parking Pricing Approach
- Avoid 24-Hour Employee-Only Parking
- Real-Time Parking Availability Signage

¹ This includes 2,419 parked vehicles and 708 empty (but reserved) residential stalls.

² This includes 2,815 parked vehicles and 202 empty (but reserved) residential stalls.

Introduction

The proposed HQ Master Plan area is located adjacent to the SR-14/SE 192nd Avenue interchange, near the eastern city limits of Vancouver, WA. The 99-acre site is generally bounded by SR-14 to the south, SE 192nd Avenue to the east, and the Fisher's Creek neighborhood to the north and west. The proposed master plan development is projected to be fully constructed by 2031.

The purpose of this memo is to

- 1) Document the minimum amount of parking required by code
- 2) Outline a parking management plan to manage anticipated parking demands

Land Uses

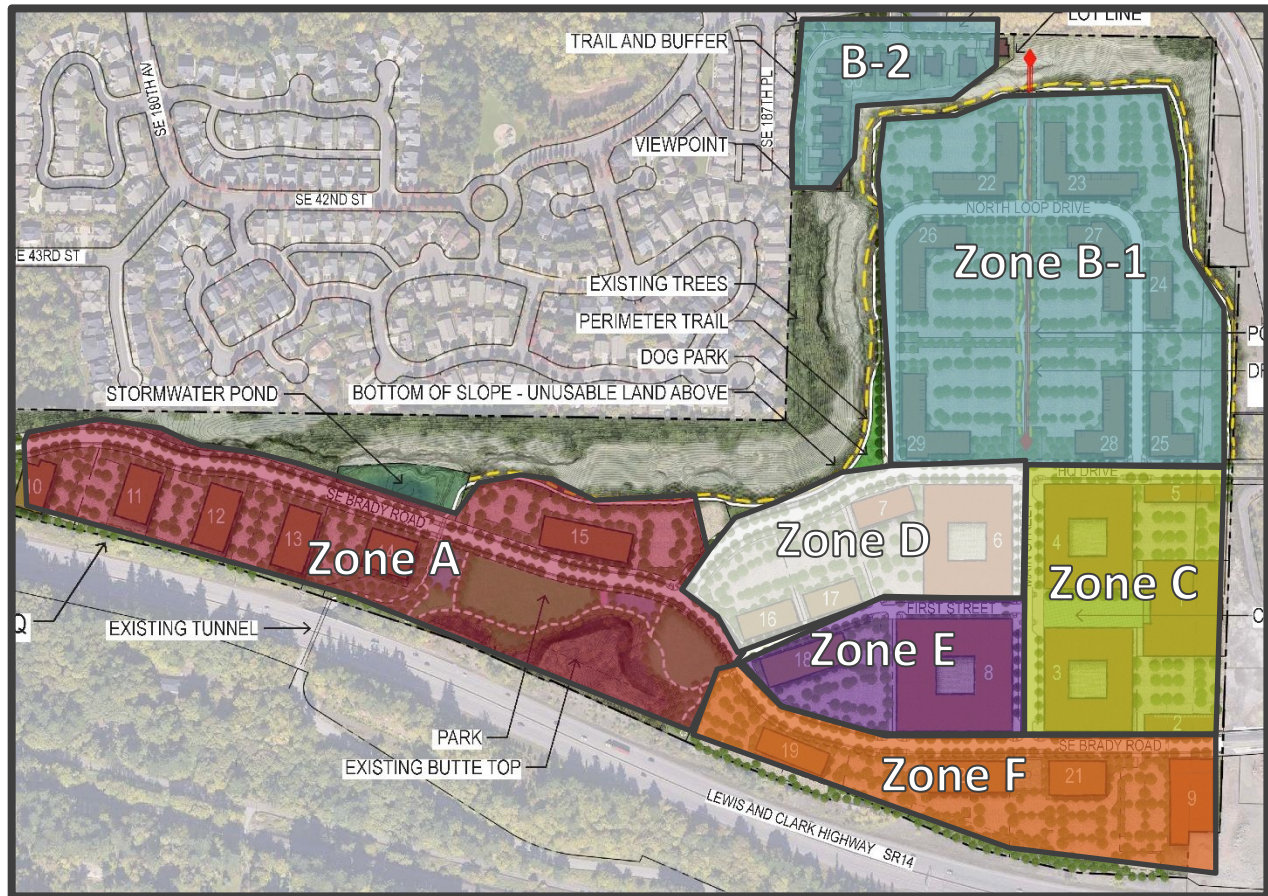
Table 1 outlines the proposed building gross floor area (GFA) of each land use type planned for project. Lot numbers correspond to the Draft Conceptual Master Plan (dated December 29, 2021) shown in **Figure 1**.

Table 1: Land Uses³

Use	Lots	Building GFA (1,000 ft ²)	Percent of Total	Notes
Ice Skating Rink	1	76,875	3%	2 Rinks
Hotel	2	52,045	2%	120 Rooms
Retail Shopping	3-9	132,970	5%	-
Restaurant	3-9	44,320	2%	-
Multifamily Residential	3-6, 8, 22-29	1,862,968	74%	1,993 Units
General Office	15-19, 21	214,925	9%	-
Medical-Dental Office	20	41,600	2%	-
Research & Development	10-14	75,409	3%	-
Single-Family Residential	30	TBD	-	24 Units
		2,501,112	100%	

³ Both Lot 2 and Lot 5 are assumed to be commercial uses as part of the Master Plan. For consistency with the Traffic Analysis, however, Lot 2 has been assumed to be a 120-room hotel, and Lot 5 has been assumed to include 5,620 ft² of retail shopping, 1,870 ft² of restaurant, and 55 residential units.

Figure A: Draft Conceptual Master Plan



Off-Street Parking Requirements

The following section provides an analysis of whether each Zone meets the minimum parking required by Vancouver's Municipal Code. Both Zone A and Zone B are assumed to be self-contained, with no shared parking with other zones. Zones C-F are referred to as the "Mixed-Use Core", where it is assumed parking will be shared across all four zones.

Zone A: Office-Industrial Area

Lots 10 through 15 are proposed to consist of the following land uses:

- General Office (Lots 10-14): 43,230 ft² GFA
- Research and Development (Lot 15): 75,409 ft² GFA

Given the walking distance to the retail core of the site, this area has been excluded from the shared parking analysis and all parking demand will be self-contained within Zone A. The proposed 445 off-street stalls in this area (3.8 stalls / 1,000 ft²) exceeds the 233 minimum parking stalls required by code by 212 stalls (see **Table 2**). The proposed 70 on-street stalls in this area are likely to be used by park and trail uses, and potentially spillover from the retail core during events or periods of excessively high demand.

Table 2: Minimum Required Off-Street Parking for Lots 10-15

Lot	Land Use	Quantity	Parking Required (Code)	Required Stalls	Proposed Supply	Surplus/ Deficit
Lot 10	Research	12,256 ft ²	1.67 / 1,000 ft ²	20	44	+24
Lot 11	Research	14,416 ft ²	1.67 / 1,000 ft ²	24	48	+24
Lot 12	Research	16,815 ft ²	1.67 / 1,000 ft ²	28	63	+35
Lot 13	Research	16,904 ft ²	1.67 / 1,000 ft ²	28	63	+35
Lot 14	Research	15,018 ft ²	1.67 / 1,000 ft ²	25	55	+30
Lot 15	Office	43,230 ft ²	2.50 / 1,000 ft ²	108	172	+64
Total:				233	445	+212

Finding: The proposed parking supply in Zone A exceeds minimum parking requirements by 212 stalls⁴.

⁴ Each development will need to comply with both minimum and maximum parking requirements during the site plan review process. The proposed parking supply exceeds minimum parking requirements, but some adjustments may be needed if the final plan exceeds code-allowed parking maximums.

Zone B: Residential Area

Lots 22 through 30 are proposed to consist exclusively of the following land uses:

- Mid-rise multifamily residential 813 dwelling units (Lots 22-29)
- Single family residential 12 dwelling units (Lot 30)

This area has been excluded from the shared parking analysis given the single-use nature and all parking demand will be self-contained within Zone B. Further, Lot 30 is physically separated from the rest of the development with separate roadway access, and there will be no access between these 12 single-family homes and the adjacent land uses. As an isolated lot, this area is referred to as Zone B-2, with Lots 22-29 classified as Zone B-1.

Zone B-1

The proposed 1,347 off-street stalls in Zone B-1 (1.6 stalls / unit) exceeds the 1,222 minimum number of parking stalls required by code by 125 stalls, or 10% (see **Table 3**). The proposed 257 on-street stalls in the area are likely to be used by residential guests and spillover from the mixed-use core during events or periods of excessively high demand.

Table 3: Minimum Required Off-Street Parking for Lots 22-29

Lot	Land Use	Quantity	Parking Required (Code)	Required Stalls	Proposed Supply	Surplus/ Deficit
Lot 22	Multifamily Residential	119 units	1.5 / unit	179	188	+9
Lot 23	Multifamily Residential	128 units	1.5 / unit	192	223	+31
Lot 24	Multifamily Residential	51 units	1.5 / unit	77	86	+9
Lot 25	Multifamily Residential	82 units	1.5 / unit	123	132	+9
Lot 26	Multifamily Residential	115 units	1.5 / unit	173	199	+26
Lot 27	Multifamily Residential	105 units	1.5 / unit	158	168	+10
Lot 28	Multifamily Residential	96 units	1.5 / unit	144	155	+11
Lot 29	Multifamily Residential	117 units	1.5 / unit	176	196	+20
		813 units	Total:	1,222	1,347	+125

Finding: The proposed parking supply in Zone B-1 exceeds minimum parking requirements by 125 stalls (10%).

Zone B-2

The proposed 24 off-street stalls in Zone B-2 (1.0 stalls / unit) exceeds the 12 minimum number of parking stalls required by code by 12 stalls (see **Table 4**). Parking demand will be self-contained in this area, with no parking demand associated with other land uses within the development given the physical separation and separate access.

Table 4: Minimum Required Off-Street Parking for Lot 30

Lot	Land Use	Quantity	Parking Required (Code)	Required Stalls	Proposed Supply	Surplus/ Deficit
Lot 30	Single-Family Residential	12 units	1.0 / unit	12	24	+12

Finding: The proposed parking supply in Zone B-2 exceeds minimum parking requirements by 12 stalls (100%).

Zones C-F: Mixed-Use Core

Lots 1 through 9 and 16 through 21 are proposed to consist of a variety of uses including:

- Ice Skating Rink: 76,875 ft² GFA (2 ice rinks)
- Hotel: 52,045 ft² GFA (120 rooms)
- Retail Shopping: 132,970 ft² GFA
- Restaurants: 44,320 ft² GFA
- Mid-Rise Multifamily Residential: 1,099,043 ft² GFA (1,180 dwelling units)
- Medical-Dental Office: 41,600 ft² GFA
- General Office: 171,695 ft² GFA

In this area, it is assumed that parking within all garages and surface lots will be shared across all four zones (Zones C through F).⁵ **Section 20.945.030.C** of Vancouver’s Municipal Code (“Parking in mixed-use projects”) notes that mixed-use projects that share a single parking facility may adjust the code-required minimum parking using the following approach:

- 100% of required parking for primary use
- 90% for secondary uses
- 80% for all subsequent uses

The calculation of the code-required minimum parking, including allowed mixed-use reductions, was applied to each zone independently. Using this approach, after allowed reductions, Zone C does not meet the minimum amount of parking required by code (273 stall deficit). However, when all four zones are combined, the proposed parking supply of 3,492 stalls exceeds the 3,423 minimum parking stalls required by code⁶ by 69 stalls (see **Table 5**). In addition to exceeding the off-street parking requirements, 300 on-street stalls are proposed for the streets within this area, which would primarily serve the land uses in this mixed-use core.

Finding: The combined proposed parking supply in Zones C-F exceeds minimum parking requirements by 69 stalls⁷.

⁵ With the exception of 1,180 reserved residential stalls (1 per unit)

⁶ This includes a reduction of 241 stalls (or 7% reduction) by taking into account mixed-use reductions allowed by **Section 20.945.030.C** of Vancouver’s Municipal Code. With no mixed-use reductions, 3,664 stalls would be required by code.

⁷ Zone C does not meet code minimum parking requirements as a standalone zone, and shared parking agreements will be necessary to ensure users will have the ability to park in some combination of Zone D, E, and F to address the deficit.

Table 5: Minimum Off-Street Parking Requirements within Zones C-F (Mixed-Use Core)

Lot	Land Use	Quantity	Parking Required (Code)	Base Required Stalls	Mixed-Use Reduction Factor	Adjusted Required Stalls
Zone C						
Lot 1	Ice Rink	76,875 ft ²	6.67 / 1,000 ft ²	513	0.90	462
Lot 2	Hotel	120 rooms	1.0 / room	120	0.80	96
Lot 3/4/5	Retail	44,620 ft ²	3.33 / 1,000 ft ²	149	0.80	119
Lot 3/4/5	Restaurant	14,870 ft ²	4.00 / 1,000 ft ²	60	0.80	48
Lot 3/4/5	Residential	565 units	1.5 / unit	848	1.00	848
Total				1,690	0.93	1,573
Zone C Proposed Supply:						1,300
Surplus/Deficit:						-273
Zone D						
Lot 6/7	Retail	42,225 ft ²	3.33 / 1,000 ft ²	141	0.90	127
Lot 6/7	Restaurant	14,075 ft ²	4.00 / 1,000 ft ²	57	0.80	46
Lot 6	Residential	285 units	1.5 / unit	428	1.00	428
Lot 16/17	Office	55,260 ft ²	2.50 / 1,000 ft ²	138	0.80	111
Total				764	0.93	712
Zone D Proposed Supply:						960
Surplus/Deficit:						+248
Zone E						
Lot 8	Retail	26,625 ft ²	3.33 / 1,000 ft ²	89	0.80	71
Lot 8	Restaurant	8,875 ft ²	4.00 / 1,000 ft ²	36	0.80	29
Lot 8	Residential	330 units	1.5 / unit	495	1.00	495
Lot 18	Office	41,720 ft ²	2.5 / 1,000 ft ²	104	0.90	94
Total				724	0.95	689
Zone E Proposed Supply:						751
Surplus/Deficit:						+62
Zone F						
Lot 9	Retail	19,500 ft ²	3.33 / 1,000 ft ²	65	0.80	52
Lot 9	Restaurant	6,500 ft ²	4.00 / 1,000 ft ²	26	0.80	21
Lot 19/21	Office	74,715 ft ²	2.50 / 1,000 ft ²	187	0.90	168
Lot 20	Medical-Dental	41,600	5.00 / 1,000 ft ²	208	1.00	208
Total				486	0.92	449
Zone F Proposed Supply:						481
Surplus/Deficit:						+32
Grand Total Required Stalls						3,423
Zones C-F Proposed Supply:						3,492
Overall Surplus/Deficit:						+69

Shared Parking Analysis

Both Zone A (Office-Industrial Area) and Zone B (Residential Area) meet minimum parking requirements, and all parking demand will be self-contained within each zone. Zones C-F (Mixed-Use Core) also meets minimum parking requirements (assuming parking is shared across all 4 zones), but in order to inform the parking management strategies, a shared parking analysis was conducted to assess peak demands by time of day. A more detailed discussion of the parking demand assumptions for each individual land use within Zones C-F is provided in **Appendix A**.

Figures B and C show the total parking demand by time of day for each land use within the mixed-use core area (Zones C-F) on a weekday and weekend, respectively. If 1,180 residential stalls are reserved for the exclusive use of residents at all hours (1 stall per unit) and all remaining 2,312 off-street stalls within this mixed-use core area are open to the public and made available to all users⁸, estimated peak demand during a typical week would not be expected to exceed 82% of the on- and off-street parking supply within the mixed-use core area. More specifically, peak demand is estimated to be **3,127 vehicles at 2:00 PM on a typical weekday** (which includes 708 residential stalls that are empty at this hour but unable to be used by other users). Peak demand is estimated to be **3,017 vehicles at 8:00 PM on a typical Saturday** (which includes 202 residential stalls that are empty at this hour but unable to be used by other users).

Put another way, at least 300 off-street parking stalls within the mixed-use core area would consistently be open and available during a typical week, even during the weekday midday peak period, not accounting for the additional capacity provided by the 300 on-street stalls within the mixed-use core area.

Use	Required Parking (Code)	Weekday Peak Demand (@ 2:00 PM)	Weekend Peak Demand (@ 8:00 PM)	Proposed Supply
Ice Skating Rink	462 stalls	128 vehicles	263 vehicles	3,492 off-street stalls (2,312 shared + 1,180 reserved)
Retail Shopping	369 stalls	394 vehicles	302 vehicles	
Restaurant	144 stalls	400 vehicles	669 vehicles	
Hotel	96 stalls	90 vehicles	100 vehicles	
General Office	373 stalls	556 vehicles	0 vehicles	
Medical-Dental Office	208 stalls	192 vehicles	0 vehicles	
Residential (Shared)	591 stalls	187 vehicles	503 vehicles	300 on-street stalls
Residential (Reserved)	1,180 stalls	1,180 vehicles ⁹	1,180 vehicles ¹⁰	
	3,423 stalls	3,127 vehicles	3,017 vehicles	

⁸ This assumes no other parking stalls are “reserved” for other non-residential users, such as office employees. Time limits or paid parking would not violate this assumption as these are management tools to help distribute demand.

⁹ Includes 472 occupied stalls and 708 empty but reserved residential stalls.

¹⁰ Includes 978 occupied stalls and 202 empty but reserved residential stalls.

Figure B: Weekday Parking Demand by Time of Day (Zones C-F)

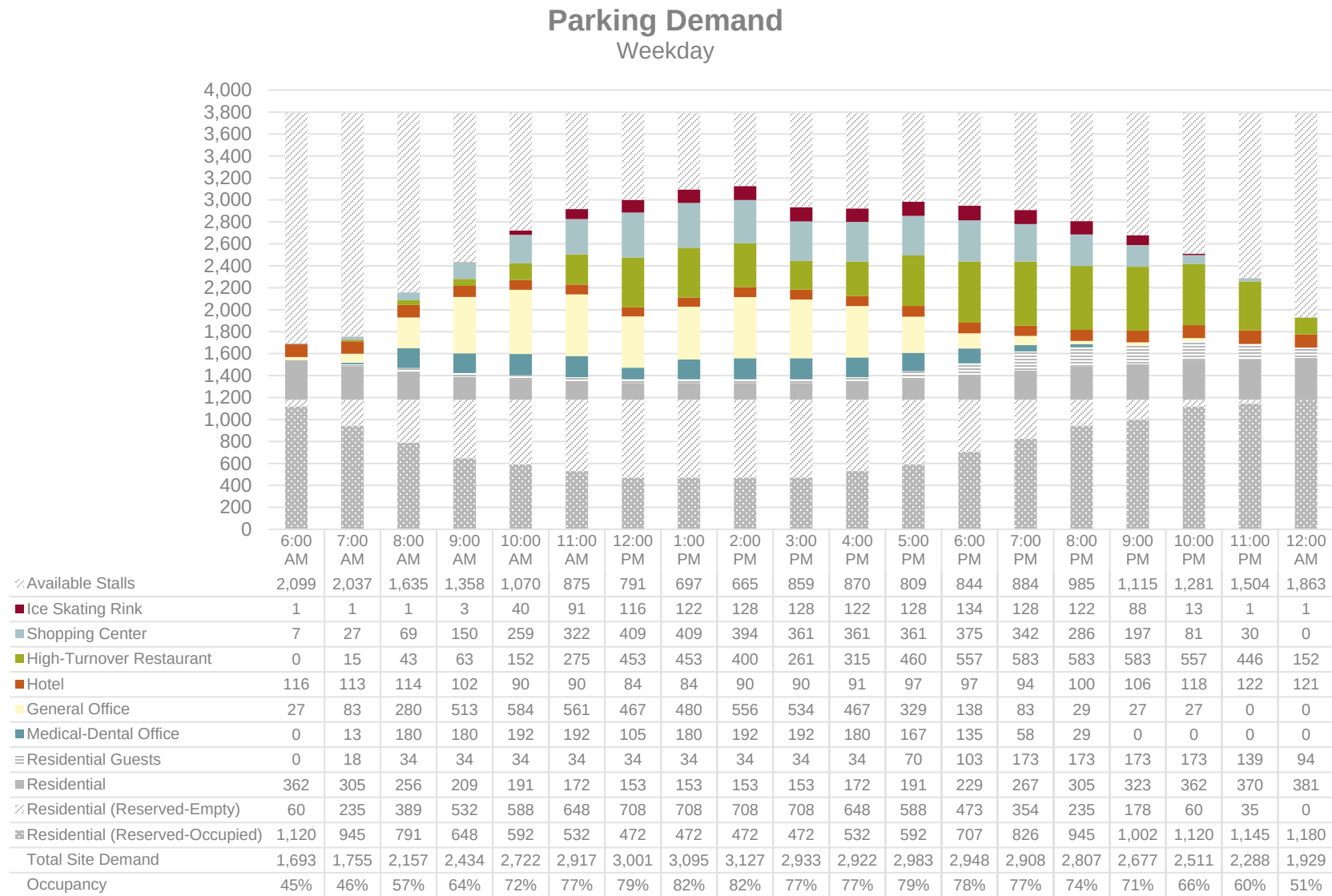
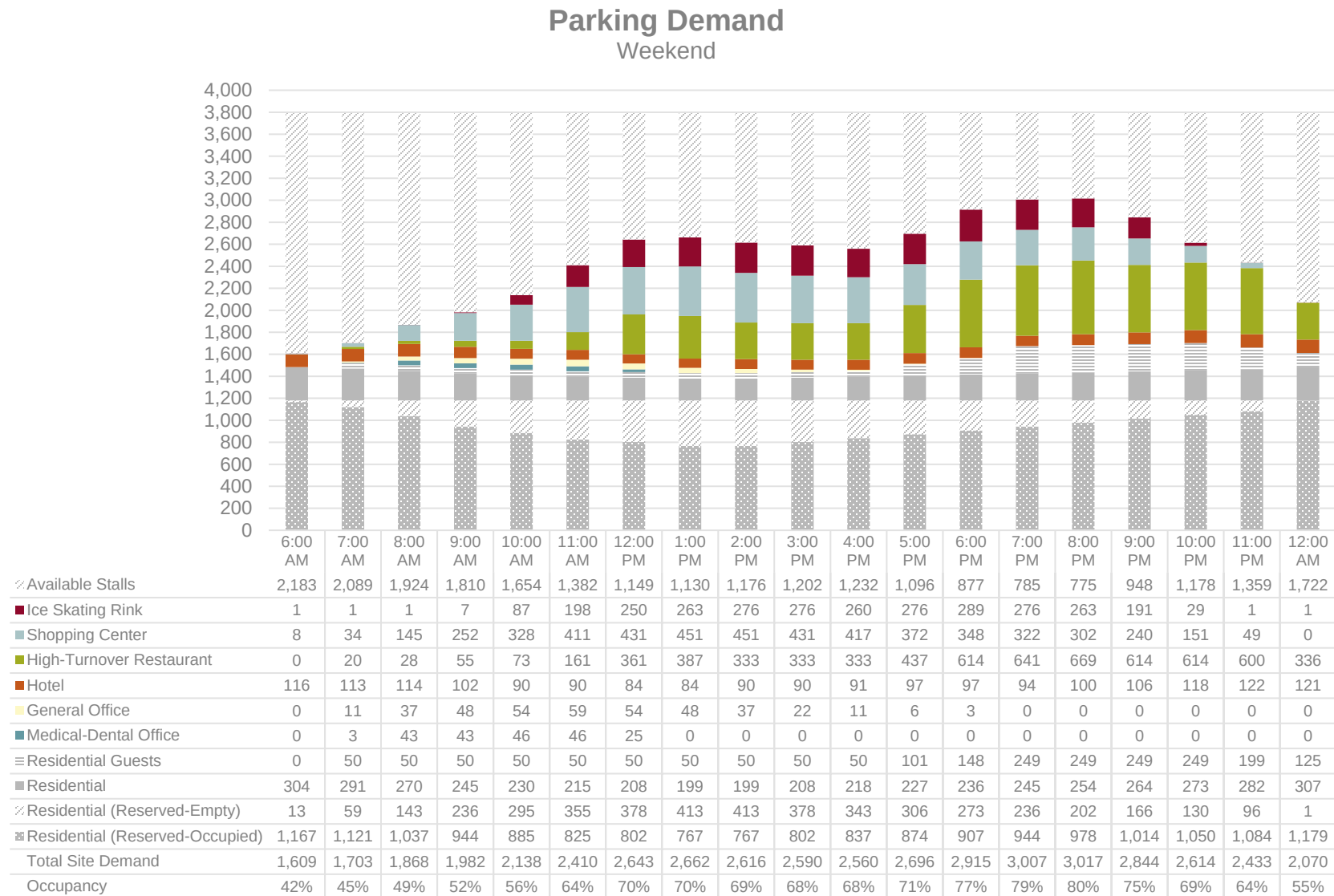


Figure C: Weekend Parking Demand by Time of Day (Zones C-F)



Parking Management Plan

Allowing all users (including customers, visitors, employees, residents, and residential guests) to share the on-street and off-street parking supply within the mixed-use core area will help to ensure that parking is easy to find. Additionally, a shared parking approach will make it much easier to accommodate excess demand during the highest demand periods during the year (events, peak December shopping season, etc.) To allow the system to function in the manner assumed within this shared parking analysis, several parking management strategies are recommended in the following section.

ON-STREET SYSTEM

As part of the HQ Master Plan, more than 600 on-street parking stalls are proposed across all zones. As City-owned streets, the City of Vancouver will ultimately decide how to manage and enforce the on-street parking system. Given the proposed mix of uses and anticipated levels of parking demand, without on-street parking management, it is likely that many on-street parking areas will fill first, potentially leading to excessive circulation as customers and visitors search for available parking. The following strategies¹¹ should be considered to help manage the anticipated levels of on-street demand.

- **On-Street Time Limits:** At full build, on-street time limits (such as 2-hour parking from 9 AM – 6 PM Monday through Friday), will discourage residents and employees from parking all-day in the most convenient and accessible parking areas. Time limits will help to prioritize the most visible parking for customers, visitors, and residential guests, and minimize the amount of time these users spend driving around searching for parking. When coupled with effective enforcement and off-street management strategies to get the right users to the right parking areas, on-street time-limits will help the entire system function more efficiently and make it easier to quickly find parking.
- **On-Street Parking Enforcement:** On-street time limits will require some amount of parking enforcement to ensure that users (particularly employees and residents) are adhering to the rules. In this environment, the objective of enforcement is not to penalize customers and visitors who stay slightly longer than the posted time-limit, but rather to ensure that residents and employees do not store their vehicles on-street all day, taking up highly visible and convenient parking. In this context, occasional enforcement to capture repeat violators is likely to be adequate to help prioritize the on-street system for short-term parking needs.
- **On-Street Paid Parking (If Warranted Based on Measured Demand):** Free, time-limited on-street parking with enforcement may be adequate to ensure the on-street system is prioritized for customers and visitors. However, in certain areas (likely the mixed-use core), on-street parking demand levels may lead to a perception among visitors that there is “never any parking available,” even when there is ample parking available in the off-street lots and garages. In this context, if more than 85% of the on-street parking in certain areas is occupied consistently during peak hours, on-street paid parking may be warranted and could serve as a cost-effective strategy to help encourage visitors to make use of the off-street system. **Note:** On-street paid parking is only recommended if demand levels consistently exceed the 85% occupancy threshold and a cost-benefit analysis demonstrates that the system will cover the costs of installation and maintenance over time. This strategy is not recommended as part of any initial phase and should only be considered upon build-out if time limits and enforcement prove to be inadequate to encourage visitors to park in the off-street lots and garages.

¹¹ These strategies do not apply to Zone B-2, which is exclusively single-family residential and physically separated from all other areas.

OFF-STREET SYSTEM

The off-street system will be privately managed and enforced, but all parking management strategies need to work in partnership with the on-street system. Given the size of the project and the different use characteristics, the recommendations below are discussed by zone.

Zone A (Office-Industrial Area)

- **Install “No Overnight Parking” Signage (If Warranted):** In an environment where residents are required to pay a fee for off-street permit parking, some residents may look to nearby free parking areas to store their vehicle to avoid paying a monthly fee. If it is determined that residents are parking within the off-street lots in Zone A to avoid purchasing a permit, “No parking 2am – 5am, all days” with targeted enforcement is likely to be adequate to address this issue.

Zone B-1 (Residential Area)

- **Unbundle Parking Fees from Rent:** The proposed off-street parking supply within Zone B-1 exceeds code requirements and is expected to meet the parking needs for residents and their guests. To encourage residents to consider their true parking needs, a permit parking program is recommended with residents paying a monthly (or annual) fee for a parking permit for each vehicle stored on-site. In order to prioritize parking for residents within this zone, each off-street lot should be signed “Permit Parking Only,” with allowances for guest parking permits allocated by unit¹². **Note:** This permit program will work best with on-street time limits in place; if the on-street system is free and unrestricted, many residents would likely simply park on-street and avoid purchasing a permit.

Zones C-F (Mixed-Use Core)

- **Implement Time-Limited Parking in the Most Convenient Customer Parking Areas:** In a mixed-use environment where there is office, residential, and retail, it is important to ensure customers and visitors have access to the most convenient and easily-accessible areas to minimize time spent searching for parking. In some areas (such as the first floor of each parking garage or the areas closest to retail businesses within surface lots), time-limited parking (such as 3-hour parking, 9am – 6pm, Monday-Saturday) will help to prioritize parking for customers and ensure long-term parkers (employees and residents), park in other areas.
- **Implement Time-Limited/Or-By-Permit Parking in All Areas to be Shared by Customers, Employees, and Residents:** Permit programs for employees, residents, and hotel guests help to ensure these long-term users park outside of areas that should be prioritized for customers only. Much of the off-street parking should have signage that specifies time-limited/or-by-permit parking, such as “4-Hour parking, 9 AM – 6 PM, M-S / Or By Permit” to allow customer parking while ensuring all day parking is restricted to permit-holders (e.g. residents, employees, and hotel guests).
- **Utilize a Two-Tiered Residential Parking Pricing Approach:** The shared parking analysis assumes that 1,180 stalls (1 stall per unit) within the mixed-use core will be reserved for the exclusive use of residents to assist with marketing of the units (either with “permit-only, all-hours, all-days” signs or stalls behind an access gate). The remaining 591 stalls required by code within the mixed-use core would be open and available for all user types. Given these assumptions, residents should be given the option to pay for “premium” parking (the permit-parking only areas) or for a standard permit that allows them to park within the time-limited/or-by-permit shared parking areas. With either option, parking permits should be unbundled from rent in order to encourage residents to consider their true parking needs.
- **Avoid 24-Hour Employee-Only Parking:** The shared parking analysis assumes that no parking will be reserved for the exclusive use of the office buildings within the mixed-use core area. To ensure the

¹² This recommendation does not specifically apply to Zone B-2, which is located in an exclusively residential area.

parking system is shared effectively, signage that restricts parking to certain user groups should be minimized. If there is a desire to prioritize parking for employees of the office buildings, any management strategy should only be applied during weekday daytime hours rather than more broadly restrictive signage such as “employee parking only” that implies 24-hour restrictions. The shared parking analysis will need to be recalculated if some form of employee-only parking is assumed.

- **Real-Time Parking Availability Signage:** With the off-street parking supply in the mixed-use core split across multiple garages and lots, it is likely that some areas will fill up much more quickly than other areas, even when there is ample parking available overall. Real-time signage showing available stalls at the entrance to each garage and lot will help to minimize customer frustration and excess traffic associated with vehicles searching for parking.

Next Steps

These recommendations will be refined as the land uses and conceptual plans are updated.

Appendix A: Parking Demand Analysis within Mixed-Use Core (Zones C-F)

Methodology

In order to calculate peak parking demand within a mixed-use project that shares parking across one or more parking facilities, the first step is to calculate weekday and weekend parking demand by time of day for each component land use. This following section provides an estimate of forecasted parking demand for each land use within the mixed-use core area of the project¹³.

Parking Demand Ratios: The forecasts were developed using the methodology outlined within the Urban Land Institute's *Shared Parking, 3rd Edition (ULI)*. Data sources used include weekday and weekend¹⁴ parking demand ratios, employee/resident/guest/customer/visitor demand splits, and time of day factors. ULI's recommended parking demand ratios are primarily based on the 85th percentile observations published in ITE's *Parking Generation Manual, 5th Edition (ITE)*. However, in some cases, ULI combined multiple land uses into a single demand profile or made other adjustments to approximate an 85th percentile demand profile when ITE's data was deemed inadequate to use directly. For reference, ITE's average rate (50th percentile) is shown in the parking demand table for each land use; however, the demand profile is based on either ULI's values or ITE's 85th percentile rate¹⁵.

Mode Split: For each demand profile, no adjustments have been made for mode split or auto occupancy. ITE demand data is typically based on suburban sites with limited transit availability, and when a significant portion of trips can be expected by alternative modes (transit, bike, etc.), adjustments are warranted. In this context, no mode split factors have been applied.

Noncaptive Adjustments: When calculating vehicle trips to a mixed-use project, it is common to account for "internal capture," or vehicle trips where the passengers visit multiple destinations within the project. This adjustment often has a significant impact on the total number of external vehicle trips during peak hours. However, caution must be used when attempting to reduce *parking* demand for these "captured" trips, as the passengers of each vehicle may visit multiple destinations, but their *vehicle* is still parked on-site for the same amount of time that would be associated with an independent trip to each land use. As a baseline assumption, an **85% noncaptive adjustment** has been applied exclusively to the retail and restaurant land uses. This effectively assumes that for these land uses, approximately 15% of all trips will draw from *persons whose vehicle would already be on site for the duration of their shopping/dining trip*. During the day, this 15% represents office employees and residents who already have their car on site. In the evening, this 15% primarily represents residents, as office employees who stay later into the evening would have otherwise departed with their vehicle. A higher captive ratio may be warranted given the large number of dwelling units, but a relatively small percentage has been assumed here as a preliminary estimate.

¹³ For each of the single-use lots (Lots 10-15 and Lots 22-30), the proposed off-street parking supply exceeds code requirements as well as peak vehicle demand estimated by ULI, so these lots are not analyzed in further detail. For reference, the office-industrial area (Lots 10-15) is proposing to provide 3.8 off-street stalls per 1,000 ft², which is equivalent to ULI's peak demand ratio for small (<25,000 ft²) office buildings (3.8 vehicles/1,000 ft² GFA on weekdays). Similarly, the multifamily residential area (Lots 22-29) is proposing to provide 1.6 stalls per dwelling unit, which exceeds ITE's 85th percentile peak demand ratio (1.47 vehicles/dwelling unit on weekdays). Spillover demand into the on-street system or into the mixed-use core area is not expected given these proposed off-street supply ratios.

¹⁴ The weekend rate includes Friday evening.

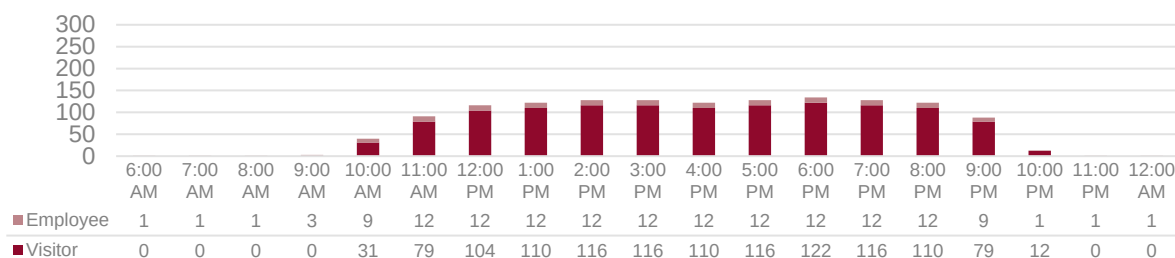
¹⁵ ULI's *Shared Parking* recommends using the 85th percentiles as a design standard to accommodate sites that perform above average, but does not recommend adding an additional effective supply factor.

Ice Skating Rink Parking Demand

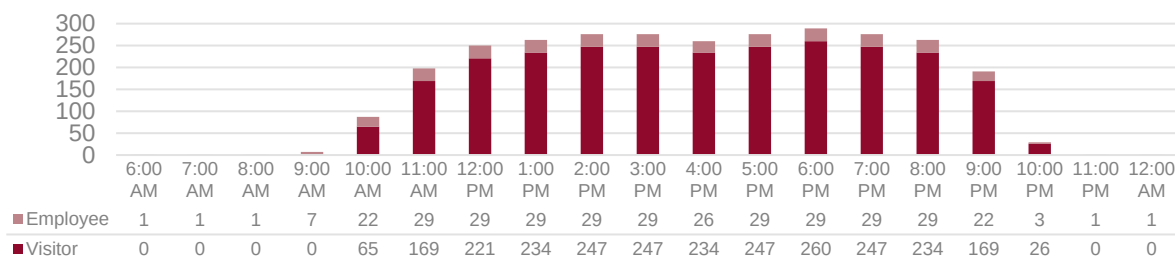
- **Gross Floor Area:** 76,875 ft² (2 rinks)
- **Minimum Required Off-Street Parking by Code:** 6.67 stalls / 1,000 ft²
- **Minimum Required Off-Street Stalls by Code:** 462 stalls (see Table 4)
- **ITE Land Use:** Ice Skating Rink (Land Use Code 465)
- **ULI Land Use:** Active Entertainment

Source	Weekday		Saturday	
ITE	42.64 / rink	85 vehicles	80.50 / rink	161 vehicles
ULI	¹⁶ 1.65 / 1,000 ft ²	127 vehicles	¹⁷ 2.00 / 1,000 ft ²	153 vehicles
ITE (85%) ¹⁸	67.00 / rink	134 vehicles	144.50 / rink	289 vehicles
Peak Demand:		134 vehicles	289 vehicles	
		@ 6:00 PM	@ 6:00 PM	

Weekday Parking Demand by Time of Day
Ice Skating Rink



Weekend Parking Demand by Time of Day
Ice Skating Rink



¹⁶ 1.50 visitor vehicles / 1,000 ft² + 0.15 employee vehicles / 1,000 ft²

¹⁷ 1.80 visitor vehicles / 1,000 ft² + 0.20 employee vehicles / 1,000 ft²

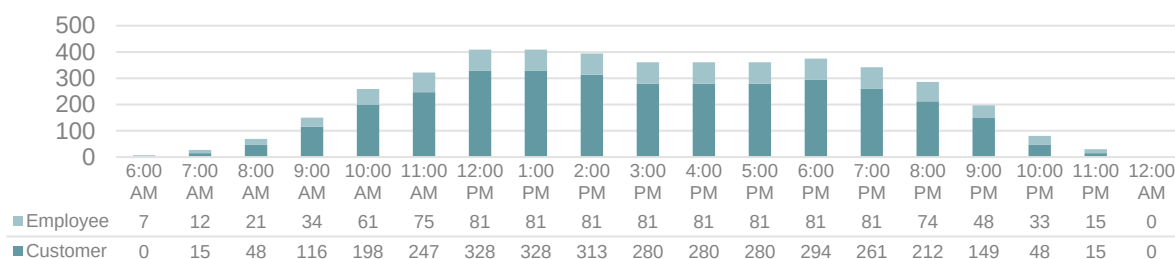
¹⁸ In this case, the ITE 85th percentile rate *per rink* generates more parked vehicles than ULI, so the ITE 85th percentile rate is used along with the ULI time of day factors and the ULI employee/visitor split.

Retail Parking Demand

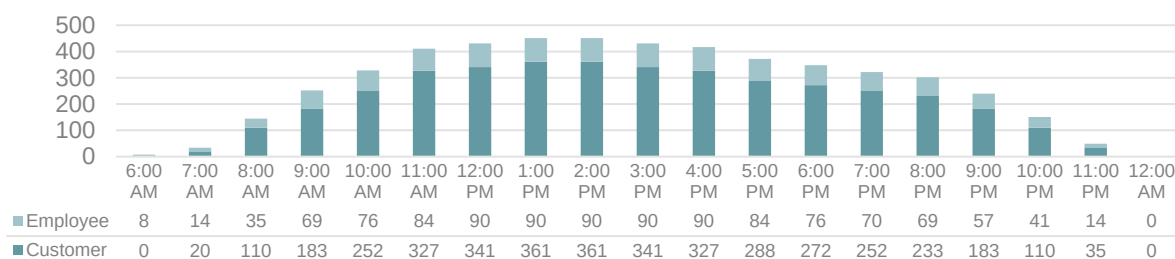
- **Gross Floor Area:** 132,970 ft²
- **Minimum Required Off-Street Parking by Code:** 3.33 stalls / 1,000 ft²
- **Minimum Required Off-Street Stalls by Code:** 369 stalls (see Table 4)
- **ITE Land Use:** Shopping Center (Land Use Code 820)
- **ULI Land Use:** Retail
- **Noncaptive Adjustment:** 85%

Source	Weekday				Saturday	
ITE	1.95 / 1,000 ft ²	0.85	220 vehicles	2.91 / 1,000 ft ²	0.85	329 vehicles
ULI	¹⁹ 3.60 / 1,000 ft ²	0.85	407 vehicles	²⁰ 4.00 / 1,000 ft ²	0.85	451 vehicles
Peak Demand:			409 vehicles²¹	451 vehicles		
			@ 12:00 PM	@ 1:00 PM		

Weekday Parking Demand by Time of Day Retail



Weekend Parking Demand by Time of Day Retail



¹⁹ 2.90 customer vehicles / 1,000 ft² + 0.70 employee vehicles / 1,000 ft²

²⁰ 3.20 customer vehicles / 1,000 ft² + 0.80 employee vehicles / 1,000 ft²

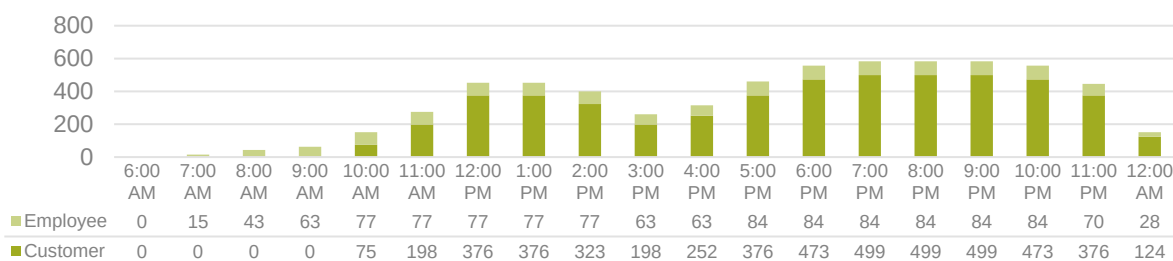
²¹ Slightly more than calculated due to rounding within the shared parking model.

Restaurant Parking Demand

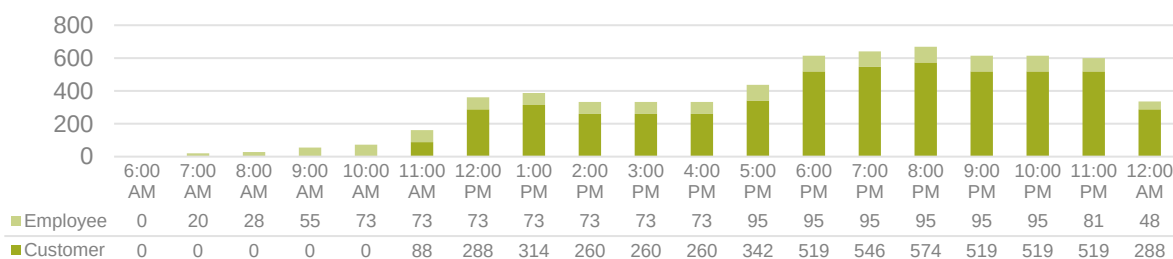
- **Gross Floor Area:** 44,320 ft²
- **Minimum Required Off-Street Parking by Code:** 4.00 stalls / 1,000 ft²
- **Minimum Required Off-Street Stalls by Code:** 144 stalls (see Table 4)
- **ITE Land Use:** High-Turnover with Lounge/Bar (Land Use Code 932)
- **ULI Land Use:** Fine/Casual Dining
- **Noncaptive Adjustment:** 85%

Source		Weekday			Saturday	
ITE	9.31 / 1,000 ft ²	0.85	351 vehicles	13.98 / 1,000 ft ²	0.85	527 vehicles
ULI	²² 15.50 / 1,000 ft ²	0.85	584 vehicles	²³ 17.75 / 1,000 ft ²	0.85	669 vehicles
Peak Demand:			583 vehicles ²⁴	669 vehicles		
			@ 7:00 PM	@ 8:00 PM		

Weekday Parking Demand by Time of Day



Weekend Parking Demand by Time of Day



²² 13.25 customer vehicles / 1,000 ft² + 2.25 employee vehicles / 1,000 ft²

²³ 15.25 customer vehicles / 1,000 ft² + 2.50 employee vehicles / 1,000 ft²

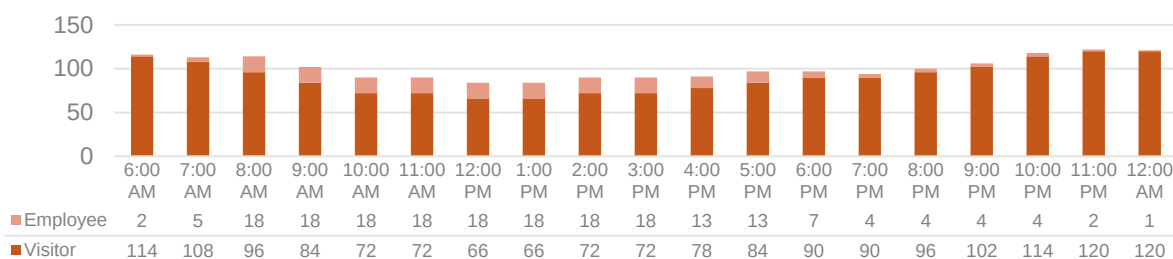
²⁴ Slightly less than calculated due to rounding within the shared parking model.

Hotel Parking Demand

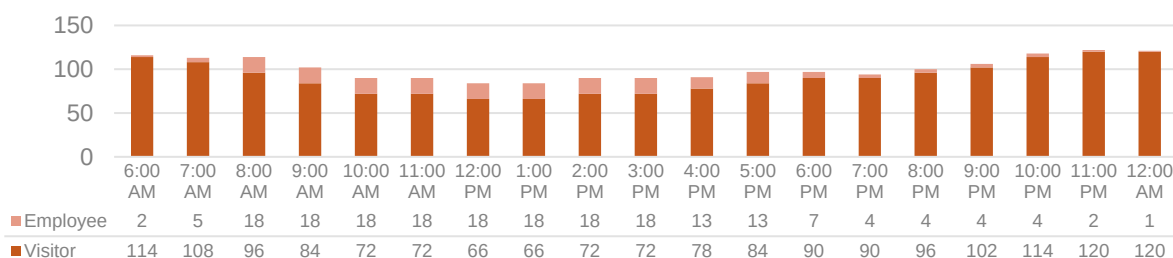
- **Gross Floor Area:** 52,045 ft² (120 rooms)
- **Minimum Required Off-Street Parking by Code:** 1.00 stalls / lodging unit
- **Minimum Required Off-Street Stalls by Code:** 96 stalls (see Table 4)
- **ITE Land Use:** Hotel (Land Use Code 310)
- **ULI Land Use:** Hotel - Business

Source	Weekday		Saturday	
ITE	0.74 / Room	89 vehicles	1.15 / Room	138 vehicles
ULI	²⁵ 1.15 / Room	138 vehicles	²⁶ 1.15 / Room	138 vehicles
Peak Demand:		122 vehicles²⁷	122 vehicles²⁸	
		@ 11:00 PM	@ 11:00 PM	

Weekday Parking Demand by Time of Day Hotel



Weekend Parking Demand by Time of Day Hotel



²⁵ 1.00 visitor vehicles / room + 0.15 employee vehicles / room

²⁶ 1.00 visitor vehicles / room + 0.15 employee vehicles / room

²⁷ Less than calculated as employee and visitor demand does not peak within the same hour.

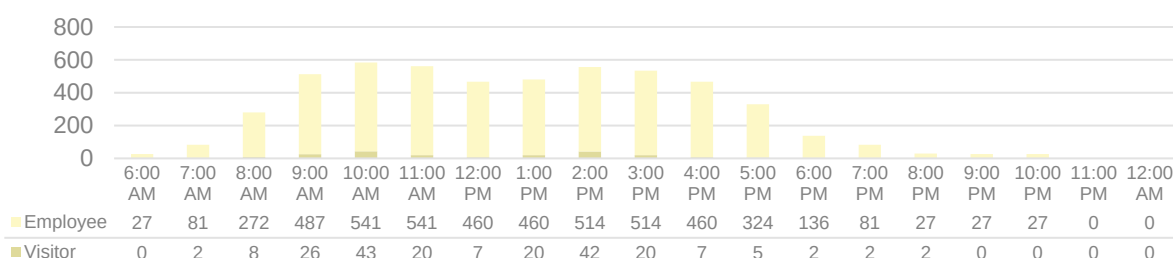
²⁸ Less than calculated as employee and visitor demand does not peak within the same hour.

Office Parking Demand

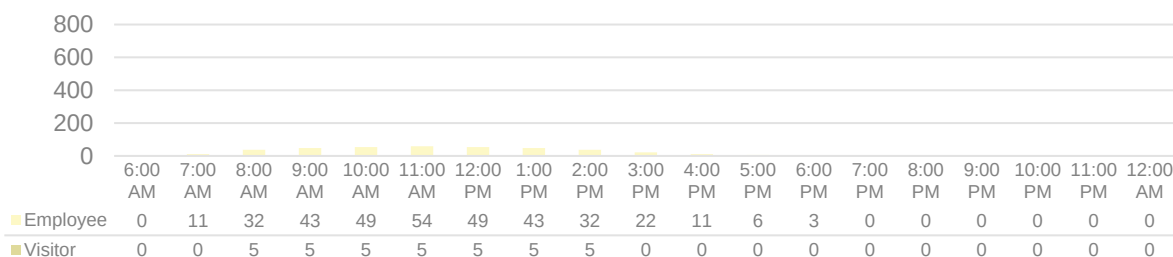
- **Gross Floor Area** (*Lots within Mixed-Use Core Only*): 171,695 ft²
- **Minimum Required Off-Street Parking by Code:** 2.50 stalls / 1,000 ft²
- **Minimum Required Off-Street Stalls by Code:** 373 stalls (see Table 4)
- **ITE Land Use:** General Office Building (Land Use Code 710)
- **ULI Land Use:** Office (approximately 100,000 ft²)

Source	Weekday		Saturday	
ITE	2.39 / 1,000 ft ²	410 vehicles	0.28 / 1,000 ft ²	48 vehicles
ULI	²⁹ 3.40 / 1,000 ft ²	584 vehicles	³⁰ 0.35 / 1,000 ft ²	60 vehicles
Peak Demand:		584 vehicles		59 vehicles³¹
		@ 10:00 AM		@ 11:00 AM

Weekday Parking Demand by Time of Day
Office



Weekend Parking Demand by Time of Day
Office



²⁹ 3.15 employee vehicles / 1,000 ft² + 0.25 visitor vehicles / 1,000 ft²

³⁰ 0.32 employee vehicles / 1,000 ft² + 0.03 visitor vehicles / 1,000 ft²

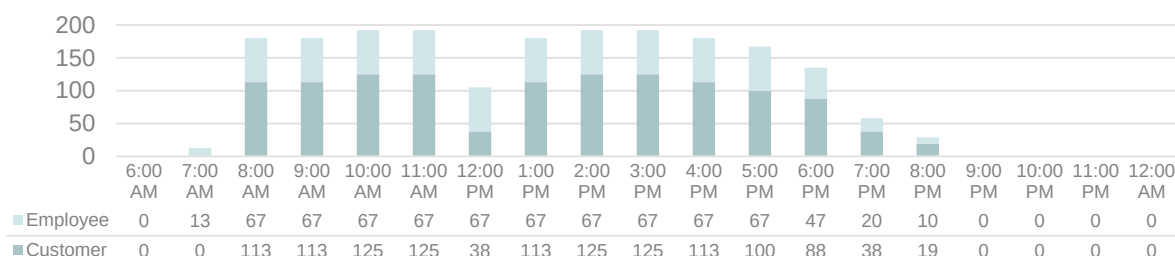
³¹ Slightly less than calculated due to rounding within the shared parking model.

Medical-Dental Office Parking Demand

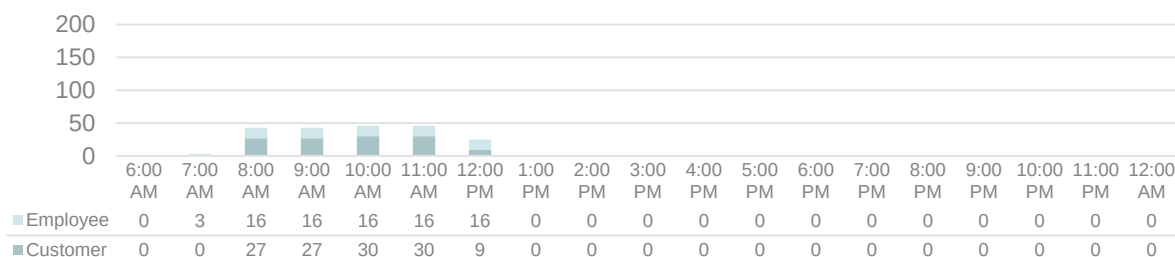
- **Gross Floor Area:** 41,600 ft²
- **Minimum Required Off-Street Parking by Code:** 5.00 stalls / 1,000 ft²
- **Minimum Required Off-Street Stalls by Code:** 208 stalls
- **ITE Land Use:** Medical-Dental Office Building (Land Use Code 720)
- **ULI Land Use:** Office (approximately 100,000 ft²)

Source	Weekday		Saturday	
ITE	3.23 / 1,000 ft ²	134 vehicles	0.56 / 1,000 ft ²	23 vehicles
ULI	³² 4.60 / 1,000 ft ²	191 vehicles	³³ 1.12 / 1,000 ft ²	47 vehicles
Peak Demand:		192 vehicles³⁴		46 vehicles³⁵
		@ 10:00 AM		@ 10:00 AM

Weekday Parking Demand by Time of Day
Medical-Dental Office



Weekend Parking Demand by Time of Day
Medical-Dental Office



³² 1.60 employee vehicles / 1,000 ft² + 3.00 customer vehicles / 1,000 ft²

³³ ULI does not provide a weekday rate for this land use so ITE's 85th percentile rate is used, assuming 65% customers / 35% employees

³⁴ Slightly more than calculated due to rounding within the shared parking model.

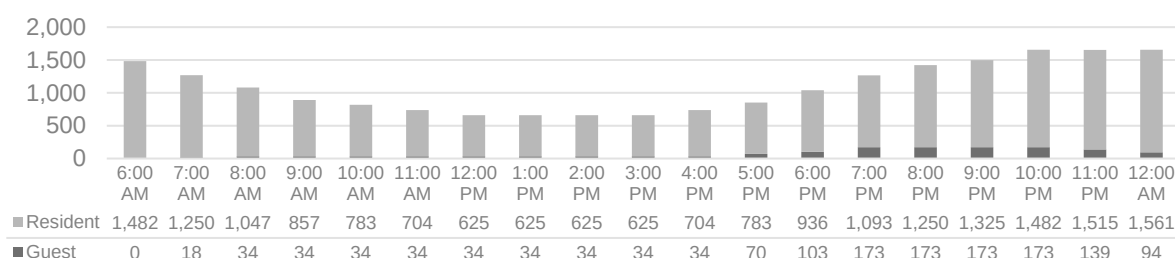
³⁵ Slightly less than calculated due to rounding within the shared parking model.

Residential Parking Demand

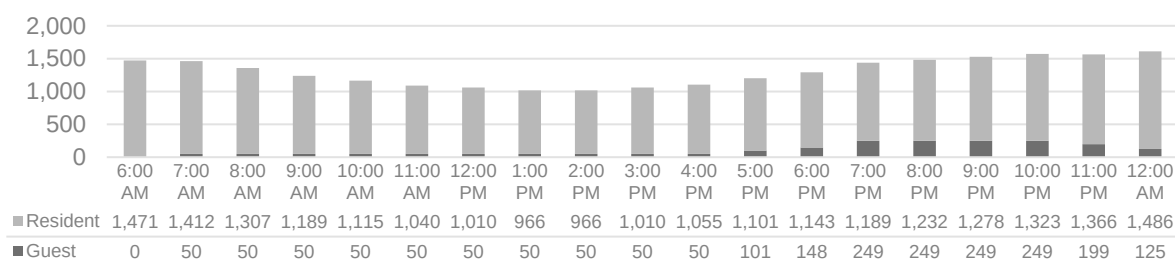
- **Units (Lots within Mixed-Use Core Only):** 1,180 units
- **Minimum Required Off-Street Parking by Code:** 1.50 stalls / dwelling unit
- **Minimum Required Off-Street Stalls by Code:** 1,771 stalls
- **ITE Land Use:** Mid-Rise Multifamily Housing (Land Use Code 221)
- **ULI Land Use:** Residential 1-Bedroom

Source	Weekday		Saturday	
ITE	1.31 / dwelling unit	1,546 vehicles	³⁶ 1.31 / dwelling unit	1,546 vehicles
ULI	1.00 / 1-BR unit	1,180 vehicles	1.05 / 1-BR unit	1,239 vehicles
ITE (85%) ³⁷	1.47 / dwelling unit	1,735 vehicles	1.47 / dwelling unit	1,735 vehicles
Peak Demand:		1,655 vehicles³⁸		1,611 vehicles³⁹
		@ 10:00 PM		@ 12:00 AM

Weekday Parking Demand by Time of Day Residential



Weekend Parking Demand by Time of Day Residential

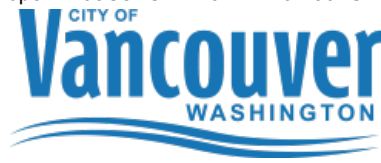


³⁶ With only 3 studies, the Saturday rate is unreliable. Weekday rate used.

³⁷ ULI only provides rates per bedroom. Given the unknown bedroom count, ITE's 85th percentile rate is used along with the ULI time of day factors and the ULI resident/guest split (10% guests weekdays, 14% guests on weekends).

³⁸ Less than calculated as resident and guest demand does not peak within the same hour.

³⁹ Less than calculated as resident and guest demand does not peak within the same hour.



PLANNING COMMISSION MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. Sixth Street
PO Box 1995 – Vancouver, Washington 98668-1995
www.cityofvancouver.us

Marjorie Ledell • Steve Schulte • Larry Blaufus • Zachary Pyle • Hannah Burak • Nena Cavel

February 22, 2022

REGULAR MEETING (Convened telephonically, no in person attendance)

Vancouver City Hall - 415 W. Sixth Street, Vancouver WA

CALL TO ORDER AND ROLL CALL

The February 22, 2022, meeting of the Planning Commission was called to order at 5:00 p.m. by Chair Ledell.

Present: Marjorie Ledell, Zachary Pyle, Larry Blaufus, Steve Schulte, Hannah Burak, and Nena Cavel

ADOPTION OF MINUTES

Motion by Vice Chair Pyle, second by Commissioner Cavel, to adopt the January 25, 2022 minutes as written.

Roll Call Vote

Larry Blaufus	Yes
Steve Schulte	Yes
Hannah Burak	Yes
Nena Cavel	Yes
Zach Pyle	Yes
Marjorie Ledell	Yes

COMMUNICATIONS FROM CHAIR AND STAFF

Chair Ledell provided a summary of the Planning Commission Annual Retreat, which took place on February 12, 2022.

Rebecca Kennedy, Deputy Director, noted the retreat materials are available to view on the [Retreat agenda page](#). The Commission adopted a new procedure for voting during meetings. The housing code update may require additional time either after the public hearing or at a future meeting. .

WORKSHOPS

5:13 P.M. HOUSING CODE UPDATES

Bryan Snodgrass, Principal Planner; Becky Coutinho, Associate Planner

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Rebecca Kennedy, Deputy Director, introduced the workshop. Bryan Snodgrass, Principal Planner, provided a summary of the goals and components of the project, the process to date, and the proposed new single-family R-17 zoning district standards.

Commission Discussion

The Commission asked questions on the following topics, and staff provided the following responses:

- Garage width limits and concerns from the building industry regarding the demand for larger garages. Staff responded the recommendation is the same as at previous workshops, with the width limited to half the distance of the front façade or 10 feet.
- If garage width restrictions apply to alley facing garages. Staff responded the restrictions do not apply if the garage faces the alley.
- Whether on street parking counts towards guest parking. Staff responded it does, and can be fulfilled either by on street or a small parking lot offsite within the development
- Standard lengths of garages. Staff responded they were unsure if there is a standard for length. There is a market for single car garages that are not alley loaded. Staff talked with Ridgefield officials regarding their standards, which allow for wider garages, but require design treatments of the front façade. This helps with the appearance but would limit the amount of street parking due to a larger curb cut for a wider garage. Staff noted there is existing housing stock with multi-car garages to meet the needs of homeowners who prefer a larger garage.
- If all the code updates were approved, would there be a large rush of applicants? Staff responded they didn't think so. With the large number of apartment construction in the last few years, there have only been a few requests for demolition of houses. Staff also outlined additional process for a rezone to R-17, which requires an application, neighborhood notice, site posting, and workshops and public hearings before both the Planning Commission and the Council.

Staff continued the presentation, covering the proposed new multi-family R-50 zoning district and recommendations to address State mandated parking reductions near transit.

Commission Discussion

The Commission asked questions on the following topics, and staff provided the following responses:

- For disabled housing, is the category for assisted living and senior living? Staff indicated it would include those categories and also include housing for non-seniors.
- Frequency of stops and discussion of a general push for more frequent transit in the City. Staff responded that C-TRAN controls the routes and frequency. Staff are working through the Transportation System Plan update with the Transportation and Mobility Commission, and is partnering with C-TRAN to identify enhanced transit corridors, where land use and development support more frequent service. This is an example of how the City can partner with C-TRAN to support enhancements to current service levels.
- If there is no parking at senior housing, is there a process to check for accessibility to transit? Staff responded the feedback is through people contacting staff, often after the development is completed. There is not currently a proactive process. For people who are transit dependent, and cannot walk to a stop, C-TRAN has implemented [The Current](#), an on demand transit service option.
- For very affordable housing, is there data to support less parking? Staff responded there is data that indicates people who reside in these types of housing have fewer cars. There is specific data from California and Oregon that supports this. In development review, typically developers know their tenant needs in terms of parking needs. If more than the minimum is needed, they can and often do provide it.

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- When were the state mandates established? Staff responded the last change was to add Market Rate in 2020 or 2021. The others were added in 2019.

Staff continued presenting on the density bonus for affordable housing providers and cottage cluster housing.

Commission Discussion

The Commission asked questions on the following topics, and staff provided the following responses:

- The restrictions described for cottage cluster housing may be too restrictive for builders. Staff responded the process for a developer would be a subdivision or site plan review. There have been a few of these developments in Clark County, and in other areas of the state. There's no requirement that parking spaces can't be provided in front of the house, in a garage, or in a parking lot.
- Affordability at 80% of AMI to address housing affordability. Staff responded there is not an affordability requirement for the cottage cluster houses, which is a strategy to support incremental increases in the types and sizes of housing options available in the community. The 80% requirement is a threshold specifically called out in state law related to the mandated density bonus for affordable housing near transit. Staff agreed that 80% is not typically included in what we think of as affordable housing, but that housing at this price range can help meet market housing needs more broadly.
- Development community feedback regarding cottage cluster housing. Staff responded the development community has been supportive and they seem interested, with some that have done similar developments in other towns and states. One piece of feedback was a request for bigger or taller houses, and flexibility for garages. One challenge is the garage area counts towards the overall square footage of the house. Staff found a compromise where a portion of the garage counts towards the size, but the rest does not. In other jurisdictions, they did not have as high of a density bonus as proposed here and required smaller sized houses. This is a niche form of housing with a specific market.

COMMUNITY FORUM

Glen Yung was present to provide comments on the housing code updates. He was supportive of many of the proposed changes. The 80% AMI is above market rate housing, and if the City is allowing density bonuses, it should not be above market rate. On the R-17 zone, he was concerned with splitting lots with this new zone and the process through Council and where the new zone will be allowed. On cottage housing, he asked if the houses will be rentals or sold individually, and indicated he is supportive of it being primarily an ownership rather than a rental product.

Christine Dickinsen was present to provide comments on the housing code updates. She expressed concern for unintended consequences with the changes, including the potential that new units would be used primarily or in high numbers for short term rentals. On affordable housing, she expressed concern that cottage houses that were as large as 2,000 square feet wouldn't address the issues of affordable or middle housing. She was also concerned regarding the trend of single family build to rent houses.

Don Steinke was present to provide comments on the Council goal to reduce greenhouse gases, and urged the Commission to consider that goal in all decisions made by the Commission. He urged the Commission to plan for future green building infrastructure, to avoid having to retrofit buildings in the future.

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Monica Zazueta was present to provide comments on the housing code updates. She was supportive of affordable housing options and described the benefits of living in an affordable housing community. She was supportive of mixed age community and those that facilitate community interactions, as well as more accessible and frequent transit routes.

Margaret Milem was present to provide comments on the housing code updates. Regarding the proposed change the minimum setbacks between new apartments and existing homes, she suggested a sliding scale setback. For example, if the apartment is on a larger property, the setback would also be larger. Regarding daily trips and parking, she asked if the data discussed during the presentation is based on national, state, or local data.

Terence Ibert was present to provide comments on the housing code updates. He asked how the proposed changes are tied to concrete outcomes. He supported the increase of housing options, but argued it is important to understand the consequences of the suggested changes. He suggested holding on some of the changes now, to tie the affordable housing components with the changes to short term rentals.

Cathryn Chudy was present to provide comments on the housing code updates. She expressed support for the housing code updates to address housing affordability through increased housing density and adding lower-cost middle housing. Housing and climate should be urgent priorities for the City and the Planning Commission should move forward as soon as possible to address these priorities.

HEARING**6:39 P.M. HQ VANCOUVER/FISHERS QUARRY MASTER PLAN**

Keith Jones, Senior Planner

Rebecca Kennedy introduced the hearing item. Keith Jones presented an overview of the Riverview Gateway Subarea Plan and Plan District requirements, the HQ Master Plan proposal, the approval process, and a summary of the findings and recommendations from the staff report.

Commission Discussion

The Commission asked questions on the following topic, and staff provided the following responses:

- The proposal shows 1.5 parking spaces per unit, and if it's possible to change the parking requirement to 1 per unit to align with proposed changes for higher density housing outlined in the earlier workshop. Staff responded current City Code requires 1.5 parking spaces per unit, but there is no vesting, and it could be amended to 1 per unit if the code is changes following master plan adoption. At the site plan review stage, staff would review the planned parking and require alignment with the code in place at that time.
- The number of planned units for the site. Staff responded that approximately 1,950 units are planned. Earlier versions of the application had approximately 2,100, but this was later revised.
- If the units above commercial counted towards total number of units for the site. Staff responded they do. With the RGX zone, there is no minimum or maximum density. The zone has restrictions for its use allocation, height, floor area ratio, parking, etc. and the proposal must fit within those requirements.

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- Phasing of the development. Staff responded there are not triggers for phasing this development. Public works typically does not allow phasing for infrastructure, but the developer could phase other aspects of the project.
- Who can change the design guidelines and the approval process. Staff responded that within the code there are triggers for reviews of the master plan. Changes to the design guidelines is a Type III change and would go to the hearing examiner for review.

The applicant, Ryan Hurley, Hurley Development, and land use planner and project manager, Li Alligood, Otak, were present. The provided testimony and a presentation that covered the project history, design considerations for the master plan, land use allocations, and addressed some public comments and concerns.

Commission Discussion

The Commission asked questions on the following topic, and staff provided the following response:

- Lots 1 – 8 do not include tree coverage. The applicant responded there will be street trees, and there will be building canopies, but it will mostly be urban style development. The developer noted they are making an effort to balance energy, water and health of those living in the space, including the goal to be carbon neutral.
- Will the bike lanes be protected? The applicant responded they will be protected from travel lanes by physical barriers such as curbs, and the walk and bikeways are separated by landscape and other low barriers. The west end transitions to an on-street painted bike lane as it leaves the project area.

Public Testimony

Gloria Quintana-Bennett was present to comment on the proposal. She lives adjacent to the development site and expressed concern for the area near her property which is sloped and unusable for development. She requested the Commission review all the privately owned land that borders the development site, as the parcels are unique to the development. She said the land should be gifted or sold to the property owners, and if not, the developer should be required to maintain the land.

Jayne Haygood was present to comment on the proposal. She argued the project falls short of meeting current master plan goals and policies. The subarea plan calls for diverse housing options, but primarily includes only high density housing. Related, she expressed concern for children living in the neighborhood possibly not being allowed to enroll in the neighborhood school. She expressed concern regarding the increase in traffic and subsequently, safety in neighboring communities. The planned park space is not large enough to support the number of residential units. She also urged further review of the proposed gondola before approving the plan.

The Chair closed public testimony.

Ryan Hurley responded to the public testimony, referring back to the Master Plan, which he argued supports the underlying zoning and requirements for the development. He noted the gondola is an idea that could be removed from the proposal. The feature was meant to be a unique aspect to the project to try to meet the territorial view requirements of the project.

Motion, by Commissioner Blaufus, seconded by Vice Chair Pyle, and passed unanimously to reopen public testimony.

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Larry Blaufus	Yes
Steve Schulte	Yes
Hannah Burak	Yes
Nena Cavel	Yes
Zach Pyle	Yes
Marjorie Ledell	Yes

Patrick Lanagan was present to comment on the proposal. Regarding the proposed pedestrian path on what is currently called Haul Road, a section of the road crosses his property. The plan fails to address the impacts to his property. He raised concern for safety, liability, and environmental impacts from the proposal to his private property.

The Chair closed public comment for a second time.

Li Alligood continued the response to the public testimony. The master plan shows a connection to the trail, and an extension of a future trail from the quarry to a trail along Evergreen Highway. The developer was asked to show the connection, but the project does not extend onto Mr. Lanagan's property at this time. Regarding open space, there are 8 acres of open space provided on the site in the proposed plan. Regarding the schools, the school district noted students may not be able to attend the neighborhood school for a time. The mechanism to receive more funding is based on over capacity.

Commission Discussion and Deliberation

The Commission asked questions on the following topic, and staff and the applicant provided the following response:

- The proposed trail on the north end of the site and safety concerns (Condition 10). Ryan Lopossa, Public Works Streets and Transportation Manager, responded to the safety and planning of the trail. Staff are still determining how the ADA guidelines would apply to this trail. The trail needs to be protected from the slope and needs to be designed in a way to discourage biking on the trail and support safe use. There is not a final design for the trail at this point, but staff believe it can be designed to be safe. Condition 10 aims at the timing of finishing the trail, so the single family housing can access the other parts of the master plan site.
- Multimodal trail intersection with Brady Road, and a raised crosswalk. Staff described how raised crosswalks can slow traffic and may include beacons to accentuate the crossing to improve visibility and safety.
- Pedestrian crossing of SE 192nd Ave. Staff responded there is likely to be more traffic on the road and could possibly see a need for a pedestrian crossing to connect to the Columbia Palisades development across 192nd Avenue.
- Regarding land use and transportation, the site is currently not served by C-TRAN, and perhaps a joint letter of intent between the applicant and C-TRAN to serve the site could be developed. The applicant agreed that coordination with C-TRAN will be key to improve transit service to the site over time as development occurs that will support a greater transit investment. There will also be a robust bike and pedestrian network. They anticipated a C-TRAN stop at a minimum, and the applicant is committed to identifying future stops on the site. The infrastructure would need to be built before C-TRAN would develop any plans for the area. An option to ensure that the intent to provide transit service in the future is part of the record would be a Letter of Intent between the applicant and C-TRAN.

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- Regarding sustainability, design guidelines are only aligned with the current building code, and support for more language to strengthen the stated sustainability goals of the applicant. The applicant responded the development intends to meet the standards of green building certification. They are committed to sustainability and the goal to be carbon neutral. The buildings are being prepared for rooftop solar. Some of the sustainability details will be determined at the planning and construction phase.
- When was the last traffic study conducted? Staff responded the original traffic study was conducted in June 2021 and revised in January 2022. The revision addressed concerns with trip generation assumptions and the amount of internal capture assumed in the development. Staff concur with the findings of the updated study. Each site plan within the master plan will need to update the study to analyze impacts to the transportation system and when improvements to intersections are needed.
- Chair Ledell was supportive of the staff recommendation and offered an option to amend the staff recommendation to add language regarding the statements during the hearing from the applicant on sustainability, trail safety, and working with C-TRAN.
- Commissioner Cavel was supportive of a commitment from the applicant to work with C-TRAN but wary of strengthening the sustainability language since emissions reduction is greater with fewer vehicle trips and increased density. Environmental certifications may just add cost to the project.
- Vice Chair Pyle noted the applicant's design guidelines don't require certification for green buildings, just that the site plans could meet the certification and was supportive of keeping the language as written.
- Vice Chair Pyle proposed the following amendments to the recommendation:
 1. Modify Condition 2 to state "The landscaping percentage for sites with a parking structure is 0% if rooftops are utilized for renewable energy generation. The remaining areas shall comply with the minimum landscape percentage"
 2. Within the Design Guidelines, Green Building Certifications commitments be strengthened.
 3. Development of a mutual letter of intent between the Applicant and C-Tran to serve the site as a key site within the transit network.
 4. The Design Guidelines name specific transit and multimodal design incentives, including bifurcation of rent and parking costs.
 5. Strengthen Condition 10 to include safety as a top priority within development of the trail.
- Ryan Hurley suggested removing "certifications" regarding green building in the design guidelines. On the trail, there are still questions of whether it can be done and suggested a stated commitment to work together with the City toward development of a safe trail facility.
- Vice Chair Pyle agreed with removing "certifications", and staff removed that term from the draft recommendations.
- Commissioner Burak requested clarification of "renewable energy generation" in the first condition. Vice Chair Pyle suggested it might mean solar, but it could be flexible to mean another type of energy generation.
- Commissioner Blaufus suggested requiring infrastructure for renewable energy, such as electric vehicle charging stations, rather than solar or green roofs. The cost of the condition as written may be prohibitive. Staff noted the building code currently requires a certain level of installation of infrastructure for vehicle charging.

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- Commissioner Blaufus questioned whether the Commission can impose these conditions at this stage. Philip Gigler, Assistant City Attorney, noted some of the suggested additions are more specific than what is intended in the master plan process. Some of the suggested additions would typically be worked through during the site plan review process.
- Commissioner Burak was supportive of amendments 2, 3, 4 and 5. Commissioner Schulte was supportive of the five amendments. Commissioner Cavel was supportive of the staff recommendation and including amendment 3. Chair Ledell was supportive of amendments 2, 3 and 5.
- Commissioner Schulte asked the applicant to weigh in on the proposed amendments. Ryan Hurley responded, noting the amendments appear doable. He expressed concerns regarding the trail, given the steep slope, and if it were required to be ADA compliant. The developer is committed to work with the City to find a reasonable and safe trail solution.
- Rebecca Kennedy suggested leaving amendment 5 as written, and staff would work with the applicant team to clarify what the amendment means. Staff would bring forward a modified proposal to City Council that responds to what the Planning Commission directed. The developer agreed with that condition.
- Vice Chair Pyle suggested removing amendment 1. The Commission agreed to that change.
- The amendment regarding Condition 10 was revised: Staff and the applicant team work together to strengthen Condition 10 to include safety as a top priority within development of the trail, prior to taking an updated recommendation to Council.

Motion, by Commissioner Burak, seconded by Commissioner Cavel, and passed unanimously to forward to City Council a recommendation for approval of the HQ Master Plan, subject to the conditions detailed in the staff report and with the following amendments:

1. Within the Design Guidelines, Green Building commitments be strengthened.
2. Development of a mutual letter of intent between the Applicant and C-Tran to serve the site as a key site within the transit network.
3. The Design Guidelines name specific transit and multimodal design incentives, including bifurcation of rent and parking costs.
4. Staff and the applicant team work together to strengthen Condition 10 to include safety as a top priority within development of the trail, prior to taking an updated recommendation to Council.

Roll Call Vote

Larry Blaufus	Yes
Steve Schulte	Yes
Hannah Burak	Yes
Nena Cavel	Yes
Zach Pyle	Yes
Marjorie Ledell	Yes

ADJOURNMENT 9:22 PM

DocuSigned by:



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Zachary Pyle, Vice Chair, for
Marjorie Ledell, Chair

TO: Planning Commission
FROM: Keith Jones, Senior Planner
SUBJECT: HQ Master Plan at Fishers Quarry Staff Report - PRJ-165963/LUP-81596

HEARING DATE: 2/22/2022



Report Date: 2/15/2022

Hearing Date: 2/22/2022

Proposal: Master Plan approval to develop 99-acre Fishers Quarry Site and subdivide into 30 lots. Development includes approximately 331,934 square feet of office/light industrial, 350,765 square feet of non-office commercial (includes 120-room hotel) and 2,103 multi-family dwelling units. Request also includes amending Table 20.430.030-1 and Section 20.680 of Vancouver Municipal Code (VMC) (Land Use & Development Code) regarding permitted and conditional uses in RGX zone and for allowing single-family residential use within the master plan.

A Type IV (legislative) review process is required. The initial hearing is before the Planning Commission. The Commission conducts a public hearing and forwards a recommendation to the City Council. City Council then conducts a second public hearing and renders the City's final decision.

Appeals are heard by Superior Court

Location: 17784 SE Evergreen Hwy. Parcels: 126669000, 126941000, and 125830000

Contact: Li Alligood, Otak, Inc., 700 Washington St. Ste 300, Vancouver, WA 98660
503-415-2384

Applicant/Owner: Scot Brantley, Hurley Development, 275 W 3rd St., Ste 300, Vancouver, WA 98660, 360-903-5328

City Staff: Keith Jones, Senior Planner / Case Manager
Eric Hahn, Senior Civil Engineer – Transportation/Concurrency
Lemont Lucas, Fire Marshal
Cole Benak, Civil Engineer -Water
Aaron Odegard, Civil Engineer - Sewer
Mike Swanson, Civil Engineer - Stormwater
Lauren DiPalma, Building Plans Examiner

SEPA

Determination: A Final Determination of Non-significance was issued February 8, 2022

Recommendation: Staff recommends Planning Commission recommend approval of the proposed Master Plan subject to the conditions contained within this report to City Council.

APPEAL

Under the provisions of Table 20.210.130-1 of the Vancouver Municipal Code, all Type IV decisions by City Council are appealed to Superior Court.

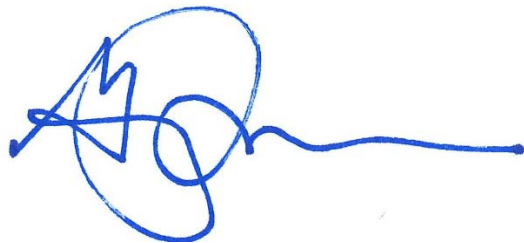
For questions or additional information, you may contact the case manager by telephone at 360-487-7887, or by e-mail at keith.jones@cityofvancouver.us.



Report Prepared by
Keith Jones, Senior Planner

2-15-2022

Date



For Greg Turner, Manager
Land Use Team

2-15-2022

Date

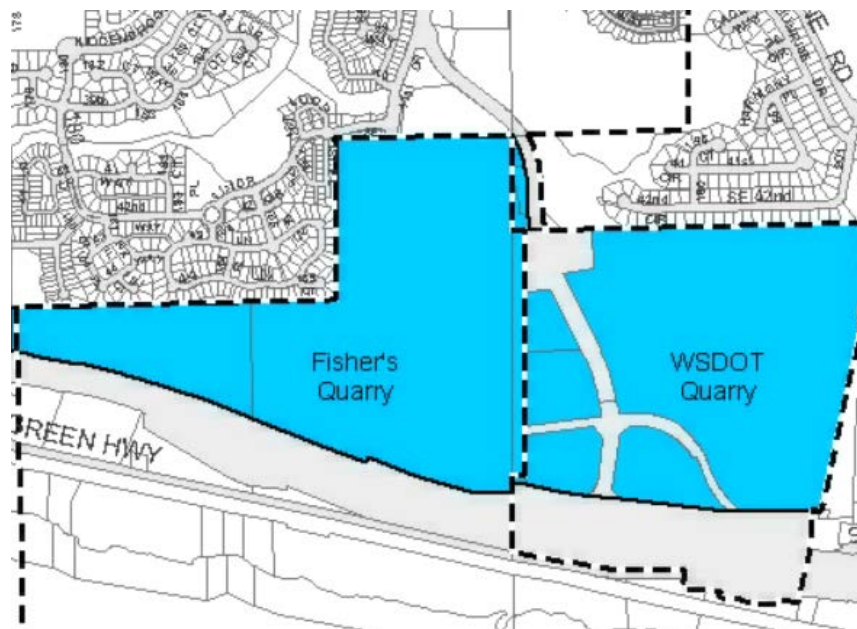
I. PRIOR COMMISSION REVIEW:

- October 12, 2021, Planning Commission Workshop
- December 14, 2021, Planning Commission Workshop

II. BACKGROUND AND REVIEW PROCESS:

Land Use Approval Background

In 2009, the City adopted the Riverview Gateway Subarea Plan and associated Riverview Gateway Plan District (VMC 20.680), which established the regulatory requirements for developing the subarea vision. The plan district involves redevelopment of two former rock quarries at the SR-14/SE 192nd Avenue interchange, and the plan district is divided into two areas including the WSDOT Quarry Area (the area generally east of SE 192nd Avenue) and the Fisher's Quarry (the area generally west of 192nd Avenue) (see figure below). Fisher's Quarry is the location of this project.



VMC 20.680 requires that a master plan be approved before each quarry area can be developed. The master plan is a Type IV process requiring a hearing before the Planning Commission who makes a recommendation to City Council for final action. An approved master plan is already in place for the majority of the WSDOT Quarry.

Applicant Request

The applicant requests approval of a master plan to develop the 99-acre Fishers Quarry Site and subdivide into 30 lots. Development includes approximately 331,934 square feet of office/light industrial, 350,765 square feet of non-office commercial (includes 120-room hotel) and 2,103 multi-family dwelling units.

The main components of the master plan request include the following plans and documents submitted by the applicant (these documents are attached as exhibits):

- Land Use Summary Sheet (Submitted as Appendix B)
- HQ Design Guidelines (Submitted as Appendix C)
- The following Maps:
 - MP01 – Land Use Allocation Plan
 - MP02 – Master Plan
 - MP03 – Ground Floor Uses
 - MP04 – Office Light Industrial Use
 - MP05 – Non Office Commercial Use
 - MP06 – Residential Use
 - MP07 – Building Use (Single or Mixed)
 - MP08 – Building Number of Floors
 - MP09 – Vehicle Circulation Plan
 - MP10 – Pedestrian & Bicycle Circulation
 - MP11 – Master Landscape Plan
 - MP12 – Community Park Master Plan
 - MP13 – Parks, Open Spaces & Trails
 - MP14 – Site Sections
 - MP15 – Right of way Encroachments
 - MP16 – Viewshed Analysis

Request also includes amending Table 20.430.030-1 and Section 20.680 of the Vancouver Municipal Code (VMC) (Land Use & Development Code) regarding permitted and conditional uses in RGX zone and for allowing single-family residential use within the master plan. (see Section 20.285 of this report, below).

A Type IV (legislative) review process is required. The initial hearing is before the Planning Commission. The Commission conducts a public hearing and forwards a recommendation to the City Council. City Council then conducts a second public hearing and renders the City's final decision. Appeals are heard by Superior Court.

General Site Information

Zoning District	RGX
Adjacent Zoning Designation	RGX, R-9, R-18, R-4 & OCI
Comprehensive Plan Designation	Industrial, Commercial & Urban High Density Residential
Parcel Size	98.58 Acres
Adjacent Land Uses	Residential, vacant, undeveloped
Access Roads	Brady Road and 192 nd Ave
Existing Vegetation	Trees, grass and shrubs
Existing Structures	Industrial buildings, truck scale and truck wash
Topography	Several grade changes with steep walls form former quarry and rock outcrops. Base of the quarry is being filled to a mostly level grade

Geologic Hazards	Severe Erosion Hazard Area (south of SR-14), Steep slopes (greater than 25%)
Seismic Hazard	NEHRP Class B and B-C
Habitat and Species Impacts	Oak Woodland (Determined to not be present)
Flood Plains	No Mapping Indicators
Wetlands	Presence
Archaeology	Level A Higher Probability and Level B – Lower Probability
Drainage Basin	Columbia Slope
Wellhead Protection Area	No Mapping Indicators
Soils	Non-Hydric / Ro
Park Impact Fee District	Vancouver – District C
School Impact Fee District	Evergreen
Impacted Schools	Fisher's Landing Elementary; Shahala Middle; and Mountain View High School
Traffic Impact Fee District	Cascade
Transportation Analysis Zone	247
Sewer District	Vancouver
Water District	Vancouver
Fire Service	Vancouver
Neighborhood Association	Columbia River

Procedural History

Activity	Case #	Date
Annexation to the City		2010
Pre-application Meeting	PIR-79907	11/12/2020
Application Accepted	LUP-81596	7/12/2021
Application determined fully complete		9/28/2021
Planning Commission Workshop #1		10/12/2021
Planning Commission Workshop #2		12/14/2021
Notice of Application/SEPA DNS		1/7/2022
Planning Commission Hearing		2/22/2022

APPLICABLE REGULATIONS

Vancouver Municipal Code

VMC Chapters 11.70 Transportation Concurrency; 11.80 Street Standards; 14.04 Water and Sewer Use Regulations; 14.16 Water and Sewer Service Connections; 14.24 Erosion Control; 14.25 Stormwater Control; 16.04.160 Water Supply and Fire Hydrants; 16.04.150 Fire Apparatus Access; 16.04.170 through 16.04.200 Fire Protection Systems; 20.210 Decision Making Procedures; 20.285 Text and Map Amendments; 20.320 Subdivisions; 20.430 Commercial and Mixed Use Districts; 20.680 Riverview Gateway Plan District; 20.710 Archaeological Resource Protection; 20.740 Critical Areas; 20.770 Tree Conservation; 20.790 SEPA Regulation; 20.925 Landscaping and Open Storage; 20.945 Parking and Loading.

Public Works Publications

General Requirements & Details for Water Main Construction
General Requirements & Details for Sewer Main Construction

Other

Manual on Uniform Traffic Control Devices

ANALYSIS

Major Issues

Staff reviewed the proposal for compliance with applicable regulations, code criteria and standards in order to determine whether the project complies with the requirements of the code.

Only the major issues, errors in the development proposal and/or justification for any conditions of approval are discussed below. Staff finds all other aspects of this proposed development comply with the applicable code requirements and require no discussion in this report.

AGENCY AND PUBLIC COMMENT

Department of Ecology

A letter was received from the Department of Ecology dated Feb. 7, 2022 (Exhibit 8). The letter contains standards for solid waste management and water quality. The applicant shall comply with these requirements during future construction activities.

Southwest Clean Air Agency (SWCAA)

The SWCAA submitted a comment letter dated Aug. 16, 2021 (Exhibit 9). Development of the site must be in conformance with the requirements noted in this letter.

Washington Department of Fish & Wildlife

An e-mail dated Jan. 28, 2022 was received from Amaia Smith, Habitat Biologist indicating that a site visit was conducted on Jan. 26, 2022 and no Oregon White Oak trees were identified.

Public Comment – 30-Day Comment Period

During the 30-day comment period the following comment was received:

E-mail from Steven Haygood, Fishers Creek Neighborhood Association Chair

The e-mail raised two concerns with the pedestrian trail proposed to extend from the 12-lot single-family residential subdivision down to the base of the quarry.

- 1) *First is a concern for safety or people utilizing this trail. To be fair, we are making a few assumptions. Primarily that as an ADA accessible trail the trail may be paved, somewhat wider than a typical steep grade hiking trail, and the grade will be managed by switchbacks such that it is easily navigable by people with physical disabilities. All of these design considerations make sense to support disabled community members to allow them to enjoy the trail and viewpoint. However, all of these design considerations also may make this trail an interesting pathway for bikes, skateboards and sledding when snow is present. It is very common in our neighborhood to see children sled down the few roads and hills when snow is present. These roads and hills are relatively small, do not contain steep drop offs when off the path and do not have turns and switch backs. In addition, as a single-family housing development, the number of children living within immediate walking distance to the hills come from perhaps 100 homes per hill site. The proposed path will be directly adjacent to over a thousand multi-family housing units. The illustration shows the path entrance from the quarry bottom adjacent to the HD development multi-family development zone, which is coincidentally the furthest area from the proposed park development in the HD development plan. This leads us to assume that children who may find a long "ride" down the path will find this an attractive feature and thus a potential safety issue.*
- 2) *The second concern also relates to the density of the housing units at the bottom of the quarry and the relative distance to the HQ development park and green spaces. The concern is that the proposed trail specifically has been illustrated to join the bottom high-density housing to Lot 30, where the lot 30 illustration continues the trail to terminate directly across the street from HCTA's community trail system. HCTA maintains the trail and three bridges crossing fisher's creek and two tributaries. All the expenses for trail grading, gravel and bridge maintenance are paid for by HCTA which contains approximately 450 housing units. While we respect that the HQ development housing units span multiple lots and includes housing units in the "commercial" zone, we also expect that most of the housing units may be focused on lots 22-29 in the multi-family housing area of the HQ plan. Our concern is that having a trail connection that is created specifically to provide a connection to the top of the quarry (Lot30) and directly aligns with the HCTA community trail system may have significant maintenance impacts to the exiting community.*

Staff Response: The City Transportation Department and Parks Department will need to review the detailed design of the trail with the applicant to ensure that the trail is designed to be safe for use by the public. Pedestrian connectivity in this area is very limited, particularly in the north/south direction. Given the limited connectivity, staff is requiring the trail to be installed and made available to the public. Further this connection is being provided in lieu of the installation of a trail at the top of the quarry bluff, which the subarea plan identified in concept but would also have more impacts to the neighborhood than the proposed trail. If constructed as proposed, the trail will provide recreational amenities for future residents of the master plan area and existing neighborhoods to the north, access to future service and amenities within the master plan area, and connect to other trails including the tunnel under SR-14. Not providing this connection would be a lost opportunity for important trail connections that are limited in this area. These types of

connections are supported by the goals and policies of the City's Comprehensive Plan and the Riverview Gateway Subarea Plan.

Public Comments – Received prior to 30-day Comment Period

Several comments were received prior to the 30-day comment period. These comments are attached as Exhibit 11.

Comments are summarized as follows:

1. Northern Apartment Building aka Lot 30 (now single-family lots)

The applicant had proposed an apartment building at the north end of the master plan that would take access from SE 41st Drive. The applicant has revised the proposal to now show a 12-lot single-family subdivision in this location.

Staff Response: Staff finds that the revised plan for single-family residential is more compatible with the neighborhood.

2. Request that Hurley Development gift land to property owners or maintain it

Daniel F Bennett and Gloria Quintana-Bennett request that the applicant gift undeveloped land to neighboring property owners. This would include lots that abut the master plan along SE 44th Lane and 185th Court. If such agreement is not possible then Hurley Development should be legally mandated to maintain this vegetated hillside free from debris and hazards to said properties.

Staff Response: The City cannot require the applicant to gift land. However this area will be undeveloped and the applicant must form a homeowners association to maintain it and keep it free of hazards.

3. Concerns with Traffic

Concerns were expressed with traffic from the master plan in particular traffic impacts to 192nd Avenue.

Staff Response: The applicant has prepared a traffic impact study. City Transportation has reviewed the traffic study and concurs with the findings of the study (see Streets and Sidewalks section of this report – Title 11).

4. Concerns with amount of open space

Concerns were expressed with the amount of parks and open space provided within the master plan.

Staff Response: The Riverview Gateway Plan District requires a minimum 7% of the developable land area be dedicated to parks and usable open space. The applicant proposes to exceed this amount providing 12%.

III. REVIEW CRITERIA AND FINDINGS:
COMPLIANCE WITH THE APPLICABLE SECTIONS OF THE
VANCOUVER MUNICIPAL CODE (VMC)

VMC Title 20 – Land Use and Development Code

Chapter 20.200 – Land Use Decisions

20.210 Decision Making Procedures

Finding: The applicant requests approval of a master plan within the Riverview Gateway Subarea Plan. Per Table 20.210.020-1, master plans in Riverview Gateway require a Type IV process with the Planning Commission and City Council as the review body.

The applicant completed the required pre-application Nov. 12, 2020. The application was accepted July 12, 2021, and deemed fully complete Sept. 28, 2021. A notice of application with a 30-day comment permit was issued Jan. 7, 2022. The 30-day comment period ended Feb. 7, 2022. Public comments received during the comment period are addressed in the Public Comment section of this report.

20.285 Text and Map Amendments

20.285.020 - Applicability

- A. *Types of proposals. The following types of proposals are reviewed under this chapter:*
- 1. Map amendments to the comprehensive plan or to VMC Title 20 zoning designations applying to one or more properties.*
 - 2. Development agreements that are included with property specific comprehensive plan or zoning map changes being reviewed under this chapter.*
 - 3. Text changes to the comprehensive plan or to this title, except fees under Chapter 20.180 VMC.*
 - 4. Other development proposals which the city manager or designee determines warrant consideration under this chapter by virtue of their size, complexity, or impact on area wide planning policies.*

Applicant Response: The applicant requests two text amendments: revisions to the permitted uses in the RGX zone, and addition of single-family residential uses to the Fisher's Quarry use allocations.

Requested Text Amendments – Additional Uses in the RGX Zone

Generally, the applicant's goal is to provide maximum flexibility for future purchasers and users of the HQ Master Plan site while still meeting the intent of the Riverview Gateway Subarea Plan. This submittal includes a request to modify VMC Table 20.430.030-1 to allow specific Industrial Services by right:

- Building, heating, plumbing or electrical contractors
- Exterminators
- Janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use
- Photo-finishing laboratories

In addition to the above Industrial Services uses, the applicant also requests that two additional VMC Table 20.430.030-1 uses become Permitted Uses within the employment area of the site:

- Call centers (Extended Office use)
- Showrooms (General Retail – Bulk Sales use)

These allowances are expected to apply to proposed Lots 10-15, as they are physically separated from other uses on-site. The Riverview Gateway Design Guidelines require installation of a berm or a sight-obscuring fence between industrial uses and residential uses, which generally correlates to the L5 landscaping requirement.

The Planning Commission suggested various approaches to allowing Industrial Service uses as outright permitted uses at the Dec. 14, 2021, workshop, including limiting permitted uses to the first application or placing a limitation on the square footage of area of Industrial Service uses that are permitted outright. While these approaches are innovative, they are also very difficult for City staff and ownership to track, and these approaches are not recommended here. Instead, staff recommends limiting these uses to the western area of the site, which is designated for Employment/Light Industrial Uses, and are not anticipated to have an impact on other uses on-site.

The following table excerpt contains the applicant requested changes to Table 20.430.030-1. The proposed deletions are crossed out, and the proposed revisions are underlined.

<i>Excerpts from Table 20.430.030-1. Commercial and Mixed-Use Districts Use Table</i>	
<i>USE</i>	<i>RGX⁴⁴</i>
<i>COMMERCIAL</i>	
<i>General Retail</i>	
- <i>Bulk Sales</i>	C <u>P</u>
<i>Office</i>	
- <i>Extended</i>	X <u>P</u>
<i>INDUSTRIAL</i>	
<i>Industrial Services</i>	C <u>P</u>

Requested Text Amendments – Single-Family Residential Uses in Fisher’s Quarry

To accommodate the neighborhood’s desire for lower-density single-family development on the North Ridge (proposed lots 30-41), a text amendment to VMC 20.680.030.C.2 is requested to permit single-family residential use in the Fisher’s Quarry area.

The current restriction on single-family is appropriate in the mixed-use area of the quarry floor. However, because the Subarea Plan did not anticipate development of the north ridge, no provision for single-family development in this area is provided. To permit development of the preferred concept, the current text language needs to be amended to allow single-family residential uses.

The proposed revised text is as follows (strikeout text to be revised, underlined text to be added):

2. For the Fisher Quarry area as shown in Figure 20.680-1,
 - a. Multi-family residential uses shall account for a maximum of ~~40%~~ 35% of the total developable land area in the quarry as defined herein. ~~There shall be no single-family uses.~~
 - b. Single-family residential uses shall account for a maximum of 5% of the total developable land area in the quarry as defined herein.
 - ~~b-c.~~ Non-office Commercial uses shall account for a maximum of 35% of the total developable land area in the quarry.
 - ~~c d.~~ Office and/or light industrial areas shall together account for minimum of 30% of the total developable land area in the quarry.
 - ~~d e.~~ Parks and usable open space corridors shall account for a minimum of 7% of the total developable land area in the quarry, to be located generally as indicated in the Riverview Gateway Subarea Plan.

The requested text revision would retain the overall residential use allocation but assign five percent to single-family residential uses.

Finding: Staff concludes the following in regard to the two text amendment requests:

Requested Text Amendments – Additional Uses in the RGX Zone

Staff concurs with the applicant's request; however a footnote will need to be added to Table 20.430.030-1 to allow the specific Industrial Services Uses and Bulk Sales as permit on Lots 10-15 only. The revised table is provided as follows:

Excerpts from Table 20.430.030-1. Commercial and Mixed-Use Districts Use Table	
USE	RGX⁴⁴
COMMERCIAL	
General Retail	
- Bulk Sales	C/ <u>P</u> ⁵³
Office	
- Extended	X <u>P</u>
INDUSTRIAL	
Industrial Services	C/ <u>P</u> ⁵⁴

⁵³Bulk sales are permitted outright on Lots 10-15 of the HQ master plan (west end of Fishers Quarry area) only. All other areas are conditional.

⁵⁴Building, heating, plumbing or electrical contractors, exterminators, janitorial and building maintenance contractors where the indoor storage of materials is more than incidental to the office use and photo-finishing laboratories are permitted outright on Lots 10-15 of the HQ master plan (west end of Fishers Quarry area).

Requested Text Amendments – Single-Family Residential Uses in Fisher's Quarry

Staff agrees with the applicant's proposed text amendment but also adds language describing where the single-family residential can be located within the master plan:

2. For the Fisher Quarry area as shown in Figure 20.680-1,
 - a. Multi-family residential uses shall account for a maximum of ~~40%~~ 35% of the total developable land area in the quarry as defined herein. ~~There shall be no single-family uses.~~
 - b. Single-family residential uses shall account for a maximum of 5% of the total developable land area in the quarry and can be located at the far northeastern area of the quarry only.
 - ~~b-c.~~ Non-office Commercial uses shall account for a maximum of 35% of the total developable land area in the quarry.
 - ~~c.~~ Office and/or light industrial areas shall together account for minimum of 30% of the total developable land area in the quarry.
 - ~~d.~~ Parks and usable open space corridors shall account for a minimum of 7% of the total developable land area in the quarry, to be located generally as indicated in the Riverview Gateway Subarea Plan.

Chapter 20.300 – Land Division

20.320 Subdivisions

20.320.020 – Approval Process

[...]

- C. *Phasing. The developer may develop the short subdivision or subdivision in phases. Any phasing proposal shall be submitted with application materials for the preliminary plat and approved by the review authority, except that the planning official may approve a phasing plan for an approved short subdivision or subdivision by means of a Type I procedure, governed by VMC 20.210.040, Type I Applications, upon finding that:*
 1. *The phasing plan includes all land identified within the legal notice of the approval hearing;*
 2. *The sequence of phased development is identified by map;*
 3. *Each phase shall constitute an independent project meeting all of the requirements for density, open space, public and private infrastructure, landscaping, pedestrian and vehicle circulation, etc.; and*
 4. *The director of public works and transportation manager have approved the necessary documents to determine that all streets, sanitary and storm sewers, water and other public improvements, including but not limited to drainage improvements, and erosion control measures are assured.*

Applicant Response: The applicant requests development of the proposed subdivision in phases, as shown in Sheet C-02. Subsequent revisions to this phasing plan may be approved by means of a Type I procedure if the above criteria are met.

Finding: Since the proposed single-family residential subdivision at the north end of the site is physically separated from the rest of the master plan, the plat for it can be recorded separately from the rest of the master plan. However, any additional phasing requires review and approval by City of Vancouver Public Works staff. Typically all public infrastructure must be completed prior to recording a subdivision plat. For the main part of the master plan (all areas other than the single-family subdivision) this means constructing all roads and utilities before recording the plat.

20.320.040 – Preliminary Plat Approval Criteria

Approval criteria. To grant approval of a preliminary short subdivision or subdivision, the applicant must demonstrate compliance with all of the following criteria:

A. Public facilities provision. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for transportation, water, storm drainage, erosion control and sanitary sewage disposal methods that are consistent with the City's current ordinances, standards and plans;

Finding: All utilities required for development will be made available to the site and will be extended as required for connection. The project complies with this criterion. As stated previously, phasing of infrastructure requires review and approval by Public Works Department staff.

B. Proposed improvements. Appropriate provisions have been made for proposed streets, alleys and public ways, utilities and other improvements that are consistent with the City's current ordinances, standards and plans, and Department of Health and/or Washington State Department of Transportation standards and plans, where applicable;

Applicant Response: The proposed preliminary plat includes right of way dedications for HQ Drive, Brady Road, Main Street, First Street, and North Loop Road. Proposed Street A will be a private street located within a tract. The width of the public street improvements are consistent with the City's requirements for these street classifications, as modified through the requested road modifications addressed in Section VII of this narrative.

Utility improvements are proposed consistent with applicable ordinances, standards, and plans. A Clark County Development Review application was submitted on July 1, and confirmation of this submittal is included as Appendix K.

Finding: City staff concurs with the applicant's finding.

C. Open space and dedications. Appropriate provisions to the extent necessary to mitigate an impact of the development have been made for open space, parks, schools, dedications, easements and reservations;

Applicant Response: The proposed subdivision is subject to conformance with the open space requirements of the Riverview Gateway Subarea Plan and 20.680 VMC, which require that 7 percent of the site's developable area be dedicated to usable open space. The development provides a network of multiuse trails, pedestrian promenades, a landscaped buffer, and a civic plaza. In addition, Vancouver Parks & Recreation is requiring a 6-acre public park, which is included in the overall site plan as Tract E. As a result, the proposed open space on the site far exceeds the requirements of 20.680 VMC.

The Riverview Gateway Subarea Plan does not anticipate the need for schools within the Riverview Gateway area, and no schools are proposed within the HQ Master Plan area. Development will pay School Impact Fees to the Evergreen School District for each residential unit at the time of building permit issuance.

Park Impact Fees are also assessed for each multifamily dwelling unit. The applicant is in discussions with Vancouver Parks & Recreation about the disposition of the proposed public park on site. A letter of intent (LOI) between the applicant and the Vancouver Parks & Recreation was signed in December 2021.

Finding: City staff concurs with the applicant's finding. The Evergreen Public Schools provided comments in a letter dated Oct. 27, 2021 (Exhibit 4).

D. Physical characteristics. The design of the proposed short subdivision or subdivision site has taken into consideration the physical features of the site, including but not limited, to: topography, soil conditions, susceptibility to flooding, inundation or swamp conditions, steep slopes or unique natural features such as wildlife habitat or wetlands;

Applicant Response: The most marked physical characteristic of the site is its topography. The site, the former Fisher's Quarry, has been an active mining site for decades. As a result of mining activity, the northern and western ridges of the site are more than 100 ft. higher in elevation than the "floor" of the site. The ridges are proposed as a buffer, except for Lots 30-41, while the floor is proposed for larger lots for office, commercial, and mixed-use development.

The undevelopable portion of the quarry walls are in Tracts C and D and will serve as "buffer" areas.

Finding: City staff concurs that the applicant has taken into consideration the physical characteristics of the site.

E. Re-platting of existing subdivisions. When re-platting an existing subdivision, the short subdivision or subdivision shall comply with all of the terms and conditions of the existing subdivision's conditions of approval;

Finding: Does not apply.

F. Compliance with all requirements of this title. The proposed short subdivision or subdivision complies with all applicable requirements of this title unless modified through the approval; and

Finding: The provisions of this title have been met or will be met with proposed mitigation and with conditions of approval imposed on the approval of this request. The project complies with this requirement.

G. Compliance with State requirements. That the proposed short subdivision or subdivision complies with the requirements of RCW 58.17.110.

Finding: The comprehensive plan identifies goals and policies that guide development in the City of Vancouver for the benefit of the public health, safety and general welfare. The proposed plat complies with these goals and policies by providing new housing units; by providing the necessary infrastructure to serve the development, including the payment of impact fees for schools, parks and transportation; and by demonstrating all applicable laws can be complied with as conditioned.

The proposed plat will assist in the expansion of the city's housing supply; it will facilitate development in an area that has surrounding development and has urban services; it will implement city goals promoting development while limiting urban sprawl.

The site is located in the Evergreen School District including the Fisher's Landing Elementary; Shahala Middle; and Mountain View High School attendance areas. The Evergreen Public Schools provided comments in a letter dated Oct. 27, 2021 (Exhibit 4). The School District states that bus transportation is provided for elementary students who live more than ½ mile for elementary and one mile for secondary or when there is unsafe walking conditions. Given the distances all schools will likely be bused to school.

20.320.070 – Technical Standards

A. Subdivision Layout and Required Improvements.

1. *Principles of acceptability.* The short subdivision or subdivision shall conform to the comprehensive plan. The short subdivision or subdivision shall conform to the requirements of the state law and to the standards established by this title.

a. *Street improvement standards.* All proposed streets and street improvements shall comply with the provisions of VMC Title 11 and approved transportation standards details on file with the public works department.

Finding: As stated in the Transportation section of this report, proposed street improvements will comply with the provisions of Title 11, subject to the conditions of approval.

b. *Blocks.* The length, width and shape of blocks shall be designed with due regard to providing adequate building sites for the use contemplated; consideration of the needs for convenient access, circulation, control, safety of motor vehicular, bicycle and pedestrian traffic and recognition of limitations and opportunities of topography.

Applicant Response: The length, width, and shape of blocks have been designed to accommodate the mix of buildings and uses envisioned by the Riverview Gateway Plan and the proposed Master Plan for the site. This standard is met.

Finding: City staff concurs with the applicant's finding.

c. *Blocks shall not exceed 1,300 feet in length between street lines, except blocks adjacent to arterial streets or unless a previous adjacent layout or topographical conditions justify variation. The recommended minimum distance between intersections of arterial streets is 1,800 feet. Minimum length of a block shall not be less than 180 feet.*

Applicant Response: Block length maximums are intended to encourage circulation and distribute vehicular traffic volume throughout the subdivision. The proposed subdivision meets this intent.

The overall proposed site layout reflects the Riverview Gateway Subarea Plan street circulation concept. As a result, most of the blocks are less than 1,300 ft. in length between street lines, and the length of each block exceeds 180 ft. However, existing topographical and infrastructure barriers result in two blocks that exceed 1,300 ft. in length between street lines:

- The block consisting of Lots 9 to 21: these lots follow the pattern indicated by the Riverview Gateway Subarea Plan. Topographical conditions including steep slopes and a limited access state highway to the south prevent a street connection to SE Brady Rd. A multiuse path connection west of Tract E provides pedestrian and bicycle access through the block, which provides site circulation and meets the intent of these standards.
- The block consisting of Lot 15 and Tract A: These parcels are located at the base of the quarry walls, which rise approximately 100 ft. above the floor. A street connection north from SE Brady Rd is infeasible in this area. A multiuse path connects SE Brady Road with the multifamily loop path, which provides circulation in lieu of a street connection.

Given the connectivity provided by the extensive network of multiuse paths on these blocks, and the topographical constraints that prevent street connections, the Planning Commission can find that this standard is met.

Finding: City staff concurs with the applicant's finding.

d. Easements

1. Utility lines. Easements for sewers, drainage, water lines, electric lines or other public use utilities shall be provided. The size and location of the easement shall be reviewed and approved by the appropriate utility provider.

Finding: Required easements will be verified at time of final plat approval.

2. Watercourses. If a subdivision is traversed by a watercourse, such as a drainage way, channel or stream, there shall be provided a stormwater easement for the width of the watercourse plus 15 feet on each side of the watercourse. Streets or parkways parallel to a major watercourse may be required.

Finding: Does not apply. There are no watercourses on the property.

3. Pedestrian/bicycle ways in and through residential subdivisions. In blocks over 800 feet in length, a pedestrian/bicycle way with a minimum width of 16 feet shall be required through the middle of the block when required by the transportation manager for public convenience and safety; 12 feet of the 16-foot corridor shall be paved in a durable material. If unusual conditions require blocks longer than 1,200 feet in length, two pedestrian/bicycle ways shall be required. When required by the transportation manager for public convenience and safety, pedestrian ways shall be required to connect cul-de-sacs or to pass through unusually shaped lots.

Applicant Response: The proposed subdivision is a mixed-use subdivision. A portion of the site – Lots 22-41 – are proposed for residential use. The proposed Lots/Blocks 22-29 measure between approximately 500 ft. and 600 ft. in length. This section of the site is accessed by a pedestrian promenade through the center and a multiuse loop trail around the perimeter. This standard is met.

Finding: City staff concurs with the applicant's finding. The project complies.

e. Flag lots. Flag lots may be permitted, provided that the minimum width of the flag stem be 15 feet for a single lot and 20 feet for a shared flag access, and it is in compliance with fire access standards contained in VMC 16.04.150. No more than four lots may be accessed from

a single flag stem. A private maintenance agreement shall be recorded for driveways which serve more than one lot.

Applicant Response: Proposed Lot 1 will be accessed through a shared access between Lots 4 and 5 to the north and Lots 2 and 3 to the south. This access will allow vehicular access to the below-grade parking garage proposed to serve Lots 1-5.

Proposed Lot 30 is a single-family flag lot and will be accessed from the southern end of Street A. The width of the proposed frontage is 20 ft. See Sheet C-01A.

Finding: City staff concurs with the applicant's finding. The project complies.

f. Lot side lines. Side lines, as far as practical, shall run at right angles to the street on which the lot faces.

Applicant Response: Much of the site design is directed by the adopted Riverview Gateway Subarea Plan and proposed HQ Master Plan. To accommodate the desired HQ Drive and Brady Road extensions into the site, and the conceptual street network of the Riverview Gateway Subarea Plan, some lots in the mixed-use core and the industrial area have side lot lines that do not run at right angles to the street.

Finding: City staff concurs with the applicant's finding. The project complies.

g. Lot frontage. With the exception of flag lots, all lots shall abut on a public or private street with a minimum frontage of not less than 20 feet.

Finding: This provision is intended for single-family residential lots. The proposed single-family lots include Lots 30 to 41. Proposed Lot 31 has 18 feet of frontage, prior to approval of the final plat all single-family lots must be shown with a minimum 20 feet of frontage.

All other lots comply with this standard with the exception of Lot 1. Lot 1 is a commercial lot within the proposed mixed-use core of the development. Lot 1 will share parking with neighboring lots that will have parking garages. Easements must be provided identifying required parking on neighboring lots that will serve Lot 1 as a condition of approval. Pedestrian access will be provided from the civic plaza.

The project can comply as conditioned.

h. Parks and playgrounds. The review authority shall see that appropriate provision is made for parks and playgrounds to serve the proposed subdivision.

Finding: The applicant has provided the required public open space as required by the Riverview Gateway Plan District, see Section 20.680.

i. Narrow Lot Land Divisions. Land divisions which contain one or more residential lots having a width or less than 40 feet shall meet the development standards of VMC 20.927.040.

Finding: Does not apply.

j. Existing trees. All subdivision developments shall comply with the tree and vegetation

management provisions contained in Chapter 20.770 VMC, Tree, Vegetation and Soil Conservation.

Finding: See response to tree requirements Section 20.770.

Chapter 20.400 – Zoning Districts

20.430 Commercial and Mixed-Use Districts

20.430.030 – Uses

Finding: The proposed Master Plan includes single-family residential, multi-family residential, civic, commercial, and industrial uses as permitted by the RGX zone. In addition, the applicant requests approval of text amendments to the use table, see Section 20.285.

20.430.040 – Development Standards

Finding: Table 20.430.040-1 contains development standards for the RGX zone. The development standards apply to the proposal as follows:

- Setbacks – setbacks apply to property that abuts a residential zone. Only Lot 10 abuts a residential zone. For the single-family lots, setbacks shall comply with the R-6 standards. Setbacks will be verified at time of site plan review and/or building permit.
- Maximum Building Height – Building height varies between 35 feet and 75 feet. 35-foot height applies to the single-family lots. For Lot 10 that abuts a residential zone, the height is variable from 35 feet to 75 feet based on the distance from the property line. The remaining lots in the development have a maximum height of 75 feet. Building height will be verified at time of site plan review and/or building permit.
- Minimum Landscaping 15% minimum landscaping is required unless modified by the master plan. The applicant requests 0% landscaping for sites that have parking structures.

In addition to the above development standards, the Riverview Gateway Plan District, Subarea Plan and design guidelines contain requirements for landscaping and setbacks, see Section 20.680.

Staff recommends approval of the applicant's request for 0% landscaping on lots that have parking structures as these areas are within the mixed-use core of the development.

Compliance with the development standards will be verified at time of site plan review and/or building permit.

Chapter 20.600– Plan Districts

20.680 Riverview Gateway Plan District

20.680.020 – Applicability

Finding: The HQ Master Plan is within the Fishers Quarry Area of the Plan District and the standard for the Fishers Quarry Area apply to the proposal.

20.680.030 – Allowed Uses and Development Standards

A. *In areas not yet urbanized, mining and related uses are allowed as specified in VMC 20.540, Surface Mining Overlay District, and Development Agreement recorded as 4443223.*

Finding: Does not apply. Mining operations have ended.

B. Future urban uses are allowed as specified in Table 20.430.030-1, subject to development standards in Table 20.430.040-1, and any further requirements established through Master Plans adopted pursuant to this chapter.

Finding: The Plan District area is zoned Riverview Gateway (RGX). The applicant proposes urban uses consistent with allowed uses in the RGX zone as specified in Table 20.430.030-1. The applicant proposes text amendments to the table (see Section 20.285).

Development standards for the RGX zone are contained in Table 20.430.040-1. Development standards area summarized as follows:

- Lot Dimensions: There are no minimum standards
- Lot Coverage: 100%
- Setbacks
 - Front & Rear: Zero except 10 feet when abutting residential zone
 - Side: Zero except 5 feet when abutting residential zone
 - Side Street and Through Street: Zero
- Maximum Building Height: 75 feet except when abutting a residential zone then variable 35 to 75 feet (height increase 2 feet every foot from residential zone)
- Minimum Landscaping: 15% unless adjusted through master plan

Setback and building height restrictions apply to areas of the master plan that abut a residential zone. The only part of the master plan that abuts a residential zone is the western end and the northern end. The northern end will be single-family residential lots and must comply with the R-6 zoning standards including setbacks and maximum building height of 35 feet; and have a minimum lot size is 7,000 square feet and maximum lot size is 14,500 square feet (see footnote **** of Table 20.430.040-1). Industrial development is located at the western end and will need to comply with the setback and height limitations for property located next to residential zones.

The applicant requests 0% landscaping for sites with parking structures. Reducing the landscaping percentage can be requested by the applicant as part of the master plan approval. Staff supports this request.

Compliance with development standards will be verified at time of site plan review and/or building permit review.

C. Land Use Allocation. Future urban uses shall be allocated as follows, with specific locations determined through master plans submitted prior to or concurrent with development

2. For the Fisher Quarry area as shown in Figure 20.680-1,

- a. Multi-family residential uses shall account for a maximum of 40% of the total developable land area in the quarry as defined herein. There shall be no single-family uses.
- b. Non-office Commercial uses shall account for a maximum of 35% of the total developable land area in the quarry.
- c. Office and/or light industrial areas shall together account for minimum of 30% of the total developable land area in the quarry.
- d. Parks and usable open space corridors shall account for a minimum of 7% of the total developable land area in the quarry, to be located generally as indicated in the Riverview Gateway Subarea Plan.

3. Land allocation calculations shall be made as follows:

- a. Land devoted to use types shall include buildings and associated structures, landscaping, and on-site parking and circulation.
- b. Mixed use buildings may be assigned by the proponent to any of the use types in the building that occupy a full floor. For example, a multiple story office building with a first floor devoted entirely to commercial uses may be considered an office or commercial use for purposes of use allocation.
- c. Total developable area shall be the full east or west quarry portion as identified herein, including parks and usable open space, but excluding planned public roads, buffers, or regional drainage facilities.

Applicant Response: Approval of a master plan demonstrating compliance with the above land use allocation is required prior to any development occurring in the Fisher Quarry Area. The HQ Master Plan identifies specific portions of the site as Household Living (Multifamily Residential) and certain portions as Office/Light Industrial and Non-Office Commercial. As detailed in the proposed HQ Master Plan (Sheet MP-01), the total site area is 98.55 acres, and the developable land area is 64.82 acres. The land use allocations of this section are based on the total developable site area of 64.82 acres as noted in C.1 above.

As detailed in Table 1 below and Appendix B, the proposed land use allocations meet the requirements of this section with approval of the proposed text amendments to allow single-family residential uses.

Table 1 – HQ Master Plan Land Use Allocations

Land Use	Allowed / Required	Proposed	% of Total Land Development Area	Finding
Multifamily Residential	40% maximum	35% maximum	30.64%	The Master Plan meets this requirement.
Single-Family Residential (proposed)	NA	5% maximum	3.22%	With the proposed text amendment, the Master Plan meets this requirement.
Non-Office Commercial	35% maximum	No change	23.64%	The Master Plan meets this requirement.
Office/Light Industrial	30% minimum	No change	30.64%	The Master Plan meets this requirement.
Usable Open Space	7% minimum	No change	12.37% ¹	The Master Plan exceeds this requirement.

¹ This open space includes a 6-ac public park as required by Vancouver Parks and Recreation

Finding: Staff concurs with the applicant's finding that the project complies with use allocation.

¹ This open space includes a 6-ac public park as required by Vancouver Parks and Recreation.

D. Buildings.

1. *Vertical Mixing. A minimum of 25% of all buildings in the WSDOT Quarry and 10% of all buildings in the Fisher Quarry, exclusive of single-family residences, shall contain a mix of two or more use types.*

Finding: Fishers Quarry requires 10 percent of all buildings to be mixed-use buildings. The applicant indicates that there are 29 buildings with six being mixed-use. Therefore 21 percent of the buildings in the master plan contain a mix of two or more use types. This standard is met.

2. *Floor Area Ratios. All buildings other than single family residences shall achieve minimum Floor Area Ratios (FAR) as follows:*
 - a. *Buildings adjacent to 192nd Avenue; minimum 1.0.*
 - b. *Buildings in the westernmost area designated Industrial by the Comprehensive Plan; no minimum.*
 - c. *All other buildings; 0.5.*
 - d. *Methods for meeting FAR requirements through averaging among buildings in the site may be proposed during Master Plan review, provided they maintain urban intensity development throughout, and do not place undue reliance for meeting FAR standards on future development without sufficient assurances of being built.*
 - e. *FAR calculation methodology. Individual buildings and associated attached structures, including attached structured parking constructed concurrently with the building, shall be counted as floor space. The site or portion of the site devoted to those buildings, not including public right of way, parks or pedestrian trails, shall be counted as site area.*

Applicant Response: The HQ Master Plan area does not include lots adjacent to SE 192nd Ave. As shown on Appendix B Land Use and Development Summary, the lots within the area designated Multifamily Residential and Commercial achieve at least 0.5 FAR; lots within the area designated Industrial are exempt from minimum FAR. These standards are met.

Finding: Staff concurs with the applicant finding. The project complies.

20.680.040 – Master Planning
[...]

C. Review Criteria and Process. Master Plans shall be processed as a Type IV review. The Master Plan shall be approved, approved with conditions or denied based on compliance with each of the following:

1. *The Master Plan implements the Riverview Gateway Subarea Plan and the requirements of this chapter, and allows the adjacent quarry to implement the subarea plan, and the requirements of this chapter.*

Finding: Per this criterion, the applicant must demonstrate that the proposed master plan complies with the City of Vancouver Gateway Subarea Plan dated Feb. 2, 2009.

The applicant indicates that the proposed master plan with the subarea plan as follows:

Riverview Gateway Subarea Plan

Purpose of Plan and Vision

The Riverview Gateway Plan is intended to capitalize on (these) existing strengths and future opportunities. Within the quarries, the plan envisions a future with a vibrant and urban mix of

residential, commercial, office and employment uses, linked by a network of parks, trails, and open spaces with connections to surrounding neighborhoods. Riverfront lands south of SR-14 are intended to remain generally as they are, with opportunities for habitat conservation and trail access where feasible.

Applicant Response: The proposed HQ Master Plan implements the Riverview Gateway Plan vision for a vibrant and urban mix of uses, open spaces, and connectivity. The riverfront lands south of SR-14 are proposed to remain in their current state.

Figure 1 of this section shows an example of how the Riverview Gateway Subarea could develop by the year 2030. This figure generally shows a mixed-use center, with multifamily residential uses to the north and light industrial uses to the west. A buffer is shown along the upper walls, consist with the pre-reclamation state of the quarry edges. A vegetated buffer is provided along the northern site boundary adjacent to the existing single-family homes.

The applicant proposes to add single-family uses to the buffer in the northwest corner of the site (the “north ridge”), similar to the Columbia Palisades development to the east. This would retain the buffer function indicated in Figure 1 while allowing for development of additional housing similar in scale to the existing neighborhood to the west.

Plan Concepts

- *A dynamic mix of urban uses.*
- *Build on river views and quarry topography as a unique site amenity.*
- *Connected network of attractive parks, open spaces, and trails.*
- *Efficient multi-modal circulation system.*
- *Encourage Low Impact Development Techniques (LID)*
- *Protect the Columbia River Shoreline.*

Applicant Response: The HQ Master Plan provides a dynamic mix of urban uses at a level commensurate with that envisioned in the Riverview Gateway Plan, including a varied locational mix of use type within the envisioned framework and associated multi-modal transportation network. The mix of use types will be connected and linked by a network of parks, open spaces and trails with connections to surrounding neighborhoods.

River views are provided from the “north ridge” of the site and are preserved by the north-south orientation of the pedestrian promenade and Main Street. The quarry walls provide a buffer between the active uses on the quarry “floor” and the residential uses surrounding the site. Single-family lots and a heavily vegetated buffer with public trails and a viewpoint are proposed at the North Ridge of the site. These private and public spaces take advantage of the unique topography to provide views to the river.

The multi-modal network, as depicted in both the Riverview Gateway Plan and the HQ Master Plan, will provide efficient circulation for pedestrians, bicycles, and vehicles. The Master Plan infrastructure design implements Low Impact Development (LID) techniques through stormwater management, and the included Design Guidelines encourage LID for site development. As illustrated in Sheet MP-16, the proposed development will not obscure the Columbia River shoreline. See Appendix C for the proposed HQ Design Guidelines.

Land Use and Urban Design

Applicant Response: The Subarea Plan envisions a densely developed quarry floor ringed by a landscaped buffer to serve as a visual and noise buffer to existing neighborhoods to the west and north. While this buffer still exists along much of the quarry perimeter, the completed reclamation plan removed the berms and landscaping at the northwest corner of the site, and they no longer provide a visual and noise buffer in this location.

The applicant proposes a 20 ft. to 30 ft. wide vegetated buffer in that location, separating the existing neighborhood from 12 single-family homes. The single-family use would provide a mix of housing types on site while continuing to provide visual and noise buffer from development on the quarry floor.

The Subarea Plan applies the Urban High Density (UH) Comprehensive Plan designation to the portion of the site proposed for single-family residential development. This UH designation also applies to the Gables at Hiddenbrook Terrace subdivision north of 41st Avenue and the area east of 192nd Avenue. Per Vancouver Comprehensive Plan Table 1-5, the UH designation is implemented by the R-18, R-22, R-30, R-35, MX, and RGX zones. At the City staff's request, the applicant proposes to develop the site consistent with the standards of the R-6 zone, which abuts the site to the west, rather than the standards of the R-18 zone to the north.

Open Space, Trails, and Public Facilities

Applicant Response: Figure 43 notes that "the existing quarry berms may be used to support a trail in conjunction with master planned development as conditions allow." Figure 48 identifies a bluff trail around the site perimeter, climbing from the quarry floor to the top of the quarry walls and connecting to the neighborhood beyond in several locations. There is no discussion about how the trail might connect from the quarry floor to the bluff/buffer areas, though the difference in elevation in this location is approximately 100 ft.

Since the Subarea Plan was adopted, both the WSDOT and Fisher's Quarry have undergone mandatory reclamation. As part of the Fisher's Quarry reclamation, the large berms have remained in place along the western site boundary and much of the northern site boundary, but the berms in the northwest corner have been removed and the existing homes are now fully exposed to view. The applicant proposes to reconstruct a landscaped buffer, trail, and viewpoint in the location of the buffer area and conceptual bluff trail.

The City and the applicant discussed the conceptual perimeter buffer trail at length; after a site visit and review of the trail concept, both parties agreed that a trail along the entire length of the buffer presented both safety issues for users and privacy issues for adjacent property owners. In place of a perimeter buffer trail, a perimeter trail is proposed at the base of the high walls and a public trail and viewpoint will connect the "north ridge" to the existing neighborhoods to the north and west. These facilities meet the intent of the perimeter buffer by providing viewpoints of the quarry, the river, and points beyond.

Subarea Plan Policies

Applicant Response: The proposed Master Plan is consistent with the relevant goals and policies contained in the four elements as described below.

1) Land Use and Urban Design

- a) *Goal LU-1: Promote the orderly transition from mining to a mix of uses on the quarry sites*

Applicant Response: The proposed Master Plan includes a mix of office, residential, and mixed-use buildings. The residential uses include a variety of housing types, including single-family, multifamily and mixed-use buildings. The office uses are in both standalone and mixed-use buildings, and commercial uses are focused in the “heart” of the plan area.

- b) *Goal LU-3 Create a unique “sense of place” reflected in site design, building and landscape forms, and the public realm within the quarry sites and establish the area as an attractive eastern gateway to the city*

Applicant Response: The proposed architectural guidelines create a “sense of place” through façade articulation, fine detailing, quality building materials, and an inviting appearance. The proposed landscaping guidelines provide direction for the use of landscaping to create a pedestrian-friendly street environment, establish distinct areas, and provide buffering between uses.

- c) *Goal LU-4 Promote quality development that serves as a model for sustainable development for the city and the region*

Applicant Response: The HQ Design Guidelines included as Appendix C include recommendations for the inclusion of sustainable site design, materials, and construction practices.

2) *Transportation*

- a) *Goal T-1 Connectivity: Develop a transportation grid that provides good connections to surrounding land uses and activity centers and allows for multiple circulation routes to/from each location. Close gaps and complete system connections through the development and capital improvement processes.*

Applicant Response: The HQ Master Plan connects existing roads from east to west and provides the final pieces of the transportation grid in the subarea. The extension of Columbia Palisades Dr/HQ Drive and Brady Road to the west will provide alternative routes for residents of the existing neighborhoods.

- b) *Goal T-2 Land use and transportation integration: Develop and implement innovative transportation investment, design, and program incentives to achieve the urban environment envisioned in the Comprehensive Plan.*

Applicant Response: Currently, the site is not well-served by public transit. The Master Plan does not propose incentives for transit investment or design, but does provide transit-supportive densities and pedestrian-friendly streetscapes to support future transit service. The applicant proposes implementing a smart cities approach, as described earlier, which will provide innovative transportation management and infrastructure approaches to the HQ Master Plan area.

- c) *Goal T-3 Livable streets: Design streets and sidewalks and manage vehicular traffic to encourage livability, interaction, and sense of neighborhood or district ownership in linkage with adjacent land uses. Encourage multimodal travel, and provide accessible, human scale opportunities for transferring between travel modes.*

Applicant Response: The Master Plan encourages bicycle and pedestrian travel, along with vehicular travel, through the guideline of bicycle facilities and shared-use pathways throughout the site. The proposed multimodal street network provides safe, protected options for bicycles and pedestrians, and the smart cities approach ensures that the technological infrastructure will be ready to respond to new travel modes as they emerge.

- d) *Goal T-4 Multi-modal: All city streets shall be designed to achieve safety and accessibility for all modes. Arterial streets shall provide facilities for automobile, bike, pedestrian and transit mobility, and shall include landscaping and adequate lighting.*

Applicant Response: All public streets will be designed to meet the standards of VMC Title 11 as revised through discussions with City staff and as requested by the included Road Modifications. HW Drive and Brady Rd include facilities for multimodal transportation and include landscaping and street lighting per City standards.

- e) *Goal T-5 Safety: Ensure high safety standards for motorists, pedestrians, and bicyclists through the development and capital improvement processes.*

Applicant Response: Public streets constructed by the development will meet the standards of VMC Title 11 as modified by the submitted Road Modification at the time of development.

- f) *Goal T-6 Accessibility: Build an accessible transportation system focused on inter-modal connectivity and removing barriers to personal physical mobility.*

Applicant Response: Public streets will meet the standards of VMC Title 11 as modified by the submitted Road Modification at the time of development. The transportation system includes guidelines for inter-modal connectivity and will comply with ADA standards.

- g) *Goal T-7 Vehicle miles traveled: Use transportation and land use measures to maintain or reduce single occupant motor vehicle miles traveled per capita to increase system efficiency and lower overall environmental impacts.*

Applicant Response: Currently, transit service to the Master Plan site is very limited. The Master Plan includes a connected system of pedestrian and bicycle routes, which provide alternatives to single occupant motor vehicle travel. In addition, a parking analysis to reduce the amount of site area dedicated to parking. See Appendix E.

- h) *Goal T-8 Parking: Adopt coordinated parking standards which maintain neighborhood integrity, promote the use of a multi-modal transportation system, encourage desired economic development and growth throughout the entire urban area, and which economize the use of urban land by reducing the need for any excess guideline of surface parking.*

Applicant Response: On-site parking will comply with the relevant standards of the VMC as well as the Riverview Gateway Subarea Design Guidelines. The proposed Master Plan street network maximizes on-street parking to encourage activity in the mixed-use area, and to reduce reliance on surface parking for retail users. In addition, a parking analysis has been prepared to reduce the amount of site area dedicated to parking. See Appendix E. This analysis shows that there is

adequate parking within the Master Plan area to serve the proposed uses. Compliance with minimum and maximum parking standards will be verified at the time of Site Plan Review.

3) *Open Space, Trails, and Public Facilities*

- a) *Goal OS-1. Create a hierarchy of interconnected public and private open spaces, ranging from active centralized plazas to less formal gathering areas, quiet residential parks, and natural open spaces.*

Applicant Response: The Master Plan proposes a series of interconnected plazas, parks, pedestrian promenades and natural open spaces are designed as a sequence for users. The proposed public park and centralized plaza on Main Street are designed for neighborhood use, which the pedestrian promenades and trail network are intended to provide convenient access from the multifamily residential area to the rest of the site.

- b) *Goal OS-2. Construct a network of trails and pathways in the quarry areas that connect with surrounding neighborhoods.*

Applicant Response: The Master Plan proposes a network of trails and pathways within the HQ Master plan area connecting the site to 192nd Avenue to the east, Brady Road to the southeast, and allowing for future connections to adjacent neighborhoods in the future. The proposed multi-use pathway connects the site to the R-9 area to the west of the site, providing a connection between that neighborhood, the mixed-use HQ area, and 192nd Ave. A proposed buffer trail and overlook in the north ridge area of the site connects to the existing Fisher's Creek neighborhood to the north and west.

- c) *Goal OS-3. Construct a set of high-quality community, public service and recreational facilities to serve city residents.*

Applicant Response: The Master Plan includes a set of high-quality facilities to serve residents of HQ and of the city. Specifically, the Master Plan includes a 6-acre public park, a public trail network, and a public overlook accessed from SE 41st Ave.

4) *Environment*

- a) *Goal E-1 Incorporate exemplary environmental stewardship in the Riverview Gateway to the extent that it is a model for the region.*

Applicant Response: Development in the HQ Master Plan area will manage stormwater runoff on-site; the landscaping guidelines encourage the use of landscaped swales and other environmentally sensitive treatment options. The HQ Master Plan Design Guidelines include requirements for sustainable site and building design, and the applicant intends to implement Smart City approaches within the Master Plan area.

- b) *Goal E-2 Employ a variety of environmental management and low-impact development measures to improve ecological functions, such as the protection of surface and ground water quality and habitat.*

Applicant Response: The Master Plan encourages the use of rain gardens to manage stormwater runoff as well as the installation of stormwater ponds as amenities to the site. Green roofs are encouraged and may be used to meet minimum landscaping requirements.

Finding: The applicant has demonstrated that the proposed HQ Master Plan is consistent with the Riverview Gateway Subarea Plan. This criterion also states the project must: 1) Comply with the requirements of this Chapter (VMC 20.680 Riverview Gateway Plan District) and; 2) Must allow the adjacent quarry to implement the subarea plan and requirements of this chapter.

As evidenced by this staff report, the applicant has demonstrated that the proposed HQ Master Plan complies with this chapter. WSDOT Quarry is the adjacent quarry located to the east and is the location of the approved Columbia Palisades Master Plan. Columbia Palisades is currently being built out and approval of the HQ Master Plan will have no impact on completing the approved Columbia Palisades Master Plan. This criterion is met.

2. *All applicable standards of Vancouver Municipal Code and other requirements are met.*

Finding: As demonstrated by this staff report, the proposed master plan complies with applicable standards of the Vancouver Municipal Code. This criterion is met.

3. *There is or will be sufficient capacity in transportation system, and public sewer, water, police, fire and stormwater services to adequately serve all portions of the site at the time of development. Utilities should be placed underground to the fullest extent feasible.*

Finding: As demonstrated by this staff report, the applicant has demonstrated that the proposed master plan has sufficient capacity or will have sufficient capacity through conditions of approval and therefore this criterion is met.

4. *Off-site impacts including noise, glare, and traffic are minimized to the extent practicable and as required under the Vancouver Municipal Code and Revised Code of Washington.*

Finding: As demonstrated by this staff report, the applicant has demonstrated that the proposed master plan will minimize noise, glare and traffic impacts to the extent practicable and as required by City and state law. This criterion is met.

5. *The Master Plan is consistent with the Riverview Gateway Design Guidelines or proposes standards that will achieve at least equal quality site development.*

Finding: The applicant prepared a design guidelines document for the HQ Master Plan, titled "HQ Design Guidelines" dated July 2, 2021, prepared by Otak (Appendix C of the applicant's submittal) (see Exhibit 11). The HQ Design Guidelines are generally consistent with the Riverview Gateway Design Guidelines; however some modifications have been made to further the specific vision for the master plan. The new guidelines were drafted to supersede the existing Riverview Gateway Guidelines to avoid future confusion and duplication in implementing the guidelines.

Below is a summary of how the HQ Design Guidelines vary from the Riverview Gateway Design Guidelines:

C.1 - Building Location and Orientation

Surface Parking Lots

- Maximum frontage Increase the percentage of the street frontage a surface parking lot can occupy from 30% to 35%; and eliminate this requirement in industrial areas of the master plan.
- Street Corners Allow surface parking lots at some street corners. Guidelines for landscaping and screening are proposed to screen the parking areas.

A definition of “Major Street Frontage” is included in Section I of the Design Guidelines, and clarifies that Main Street and First Street are the major streets within the HQ Master Plan area and the surface parking limitation applies on those frontages.

C.3 – Open Space

Pedestrian Corridors

- Trees Two rows of trees are required at 30-foot interval on pedestrian corridors. For the loop trail, the applicant proposes to plant trees in a less formal manner to create opportunities for shade and protect views along the trail.

Focal Plazas

- The applicant proposes specific guidelines for development of the central plaza area.

Buffer Open Spaces

- The guideline is revised to include at least one viewpoint location.

Pedestrian Amenities

- Additional descriptive language is proposed to reference the desired aesthetic of pedestrian amenities within the HQ Master plan area.

D.4 – Sidewalk and Pathways

- A reference is added that refers to approved master plan street cross sections.
- Amended to state that all sidewalks should be at least six feet wide.

D.6 – Parking

Parking Garage Design

- Add reference to new Building Typologies for architectural character created specifically for the HQ Master Plan.

E – Building Design / F – Landscaping and Screening / G - Signage

- Reference new HQ-specific design guidelines for buildings, landscaping and signage.

Conclusion: The applicant proposes new specific guidelines for this project, “HQ Design Guidelines” dated July 2, 2021, prepared by Otak (Appendix C of the applicant’s submittal) (see Exhibit 11). The applicant has demonstrated that the proposed HQ Master Plan design guidelines will achieve at least equal quality site development as required by this approval criterion. This criterion is met.

6. *The Master Plan achieves the following objectives:*
 - a. *Capitalizes on the unique topography and view potential of the site.*

Applicant Response: As shown in Sheets MP-13 and MP-14, the HQ Master Plan capitalizes on the unique topography and view potential of the site. The site design protects the primary north-south view corridor shown in Figure 26 of the Riverview Gateway Subarea plan using a north-south pedestrian promenade, wide sidewalks along Main Street to continue the views, and a proposed landscaped area at the terminus of Main Street.

The applicant also proposes 12 single-family lots on the North Ridge of the site, to be accessed from SE 41st Ave, as well as a public trail and viewpoint. This viewpoint will provide unrivalled views for trail users.

The high quarry walls are integrated into the site design through the placement of a multiuse path at their base. Significant unique rock formations are integrated into the conceptual design of the neighborhood park, as shown in Sheet MP-12. Viewpoints will be incorporated into the park to provide visual access to the Columbia River below.

Finding: The applicant has demonstrated compliance with this requirement.

- b. Establishes a built environment along 192nd Avenue that is in scale with the road and creates a gateway through use of distinctive architectural elements at major intersections.*

Finding: Does not apply. The master plan does not have frontage on 192nd Avenue.

- c. Establishes a built environment throughout the site that is urban rather than suburban in terms of building intensity, local street networks, and pedestrian amenities and activity. Drive-through uses shall be limited to within parking structures or building enclosures.*

Applicant Response: The proposed master plan is urban rather than suburban in nature, with a combination of single-use and mixed-use buildings and a dense mixed-use core. No drive-through uses are proposed with the Master Plan.

A combination of structured and surface parking is proposed to serve the development, with structured parking proposed on Lots 3, 4, 6, and 8 to serve the urban mixed-use buildings proposed for that location. A network of vehicular, bicycle, and pedestrian circulation creates compact blocks that are easily navigated on foot or by bicycle.

As shown in Sheet MP-08, urban densities are focused on the mixed-use core along Main Street. Five-story residential buildings are proposed north of HW Drive, with single-level buildings proposed in the western area of the site as the zoning transitions from RGX to R-9.

Finding: The applicant has demonstrated compliance with this requirement.

- d. Includes design standards that ensures quality development and creates a sense of place, and avoids building architecture defined by individual corporate brands.*

Applicant Response: The applicant has proposed revised Design Guidelines and new design standards, which are included as Appendix C. Example building typologies are included to provide guidance for designers and developers within the HQ Master Plan area. Compliance with these standards and guidelines will be verified at the time of Site Plan Review for each building.

Finding: The applicant has demonstrated compliance with this requirement.

- e. *Reflects sustainable building and low impact development site planning principles and incorporates design standards to encourage energy efficiency, water conservation and waste reduction.*

Applicant Response: The proposed Master Plan includes low impact development site planning approaches including the master landscape plan included as Sheet MP-11, which consists of native and drought-resistant plants; the stormwater management approach described in Appendix M; and the applicant's proposed "Smart City" approach to managing energy and infrastructure.

The HQ Design Guidelines include further sustainability principles in Section H, including a commitment to energy efficiency, a requirement that buildings be designed to meet an acknowledged green building certification, and that on-site landscaping consist of native/adaptive and low water/drought tolerant plantings. Electrical vehicle charging infrastructure will be provided with site development as required by the Building Code.

The applicant's goal is to improve the environment in the community by working with area businesses, community leaders, and neighbors to create a clean and safe place to live and work. Hurley is trying to build a sustainable city that is water positive, energy efficient, and environmentally friendly. They plan to utilize technology to address energy, water, and climate challenges to enable sustainable growth. The HQ Master Plan development will deploy energy and water management technology in buildings and promote real-time data analytics to help residents and businesses conserve energy and water. Hurley will also rapidly deploy sensor technology on city streets and infrastructure and explore on-demand mobility apps to reduce GHG emissions. For example, smart parking will lower carbon production by eliminating unnecessary drive time to find parking spots. Also, space and occupancy utilization forecasting will enable optimization of food production within our community, hence carbon and waste will be minimal. See Figure 1 below for expected smart city outcomes.

Finding: The applicant has demonstrated compliance with this requirement.

- f. *Includes the following standards or equivalent alternatives sufficient to ensure an active, safe and interesting sidewalk and streetfront environment*
 - 1. *Buildings should be located adjacent to streets to the extent possible, with parking to the side or rear. Non-structured on-site parking and access drives shall account for no more than 35% of the major street frontage of any project. Alternative standards may be proposed for developments with multiple major street frontages, provided the overall objective of maximizing streetfront buildings is met to the fullest extent practicable;*

Applicant Response: As shown on Sheet MP-02, the conceptual buildings are located adjacent to the streets to the extent possible, with parking to the side or rear. Alternative parking standards are proposed in Section H for sites that are unable to meet the 35 percent street frontage requirements, and new landscaping guidelines for surface parking lots adjacent to the street are proposed in Section C1.2.

A definition of “Major Street Frontage” is included in Section I of the Design Guidelines, and clarifies that Main Street and First Street are the major streets within the HQ Master Plan area and the surface parking limitation applies on those frontages.

Finding: The applicant may propose an alternative to meeting this requirement and staff finds that the alternative proposed by the application meets the intent and therefore complies.

2. *Surface parking areas shall include landscaping;*

Finding: VMC 20.945.040 includes standards for surface parking lot landscaping. No additional standards are proposed with this application. Compliance with the standards of VMC 20.925 will be reviewed at the time of site plan review application.

3. *Blank walls visible from pedestrian streetfronts are prohibited. Buildings adjacent to the streetfront shall include pedestrian entrances facing the street, and at least 15% of the streetfront building facade shall be transparent, with the exception of light industrial uses;*

Applicant Response: Compliance with these standards is reviewed at the time of Site Plan Review application. Revisions to Riverview Gateway Design Guidelines Section E.3.1 are proposed in the HQ Design Guideline to allow more flexibility.

Finding: The applicant proposes new design guidelines that will supersede the 2008 Riverview Gateway Design Guidelines (see Exhibit 11). The applicant’s proposed design guidelines indicate where the applicant proposes to make changes from the 2008 guidelines. The following amendment is proposed as indicated in underline and strikethrough:

E.3.1 Revised Maximum Blank Walls Guidelines

- a. Untreated Blank walls visible from a public street or pedestrian pathway are strongly discouraged throughout the Riverview Gateway. A wall (including building façades and retaining walls) is considered a blank wall if:
 1. A ground floor wall or portion of a ground floor wall over 6 feet in height has a horizontal length greater than ~~15~~ 25 feet and does not include a transparent window or door; or
 2. Any portion of a ground floor wall having a surface area of ~~400~~ 600 square feet or greater does not include a transparent window or door.
- b. Methods to treat blank walls can include:
 1. Transparent windows or doors.
 2. Display windows.
 3. Landscape planting bed at least 5 feet wide or a raised planter bed at least 2 feet high and 3 feet wide in front of the wall with planting materials that are sufficient to obscure or screen at least 60% of the wall’s surface within three years.
 4. Installing a vertical trellis in front of the wall with climbing vines or plant materials.
 5. Special building detailing that adds visual interest at a pedestrian scale. Such detailing should use a variety of surfaces; monotonous designs will not meet the intent of the guidelines.

Staff concurs with the applicant and finds that these are limited changes and meet the intent of this requirement.

4. *To ensure human scale development and visual interest, larger buildings with front facades of 100 feet or longer shall include articulation or modulation of facades and rooflines*

Applicant Response: Compliance with these standards is reviewed at the time of Site Plan Review application. This requirement is included in the Riverview Gateway Design Guidelines. Revisions to Riverview Gateway Design Guidelines Section E.2 are proposed to separate non-residential and residential building articulation guidelines, and provide alternatives to meeting this standard.

Finding: The applicant proposes to revise the building articulation guidelines as they are originally presented in Section E of 2008 Riverview Gateway Design Guidelines. Staff concurs with the applicant and finds that these changes are acceptable and the new guidelines meet the intent of this requirement.

- g. *Includes tree and landscaping standards that will create an attractive community and meets the City's Urban Forestry Management Plan overall target canopy goal of 28%.*

Applicant Response: The Tree Plan included as Sheet L-02 and Sheet demonstrates compliance with the City's tree canopy requirements, which require a canopy of 30 percent. This requirement differs from the City's Urban Forestry Management Plan targets, but demonstrates that the Master Plan can meet the target canopy goal of 28 percent as well.

Finding: The applicant has demonstrated compliance with this requirement.

- h. *Includes parks and public natural areas, trails and recreational areas that meet the standards of the Vancouver Comprehensive Parks, Recreation and Natural Areas Plan.*

Applicant Response: As shown in Sheet MP-13, the HQ Master Plan includes a connected network of parks, public natural areas, trails, and recreational areas as illustrated in the Riverview Gateway Subarea Plan:

- A multiuse trail system connects the multifamily residential buildings in the northern portion of the site to the park, mixed-use core, and future Evergreen Hwy trails beyond.
- A bluff trail and viewpoint provide commanding views of the Columbia River Gorge from the site's north ridge
- A landscaped pedestrian promenade connects HQ Dr to the south with the multiuse trail to the north
- The significant rock features in the proposed park may be incorporated into the final park design as a viewpoint and a natural area

The 2014-2020 Vancouver Comprehensive Parks, Recreation, and Natural Areas Plan does not include standards for natural areas and trails. However, surveys collected during the Comprehensive Plan preparation indicate that having access to a trail system within ½ mile was desirable. The proposed trail network is within ¼ mile of all residential units – in many cases much closer.

Vancouver Parks & Recreation staff have indicated that a 6-acre neighborhood park is required to be located within the HQ Master Plan development. Typically, neighborhood parks are 3-5 acres

in area and designed to serve users within 0.5 mile (or a 10-minute walk). The park is located within 0.4 miles of the furthest multifamily residential building within the HQ Master Plan area (Building/Lot 23) and approximately 0.4 miles from the residential neighborhood to the west.

This park is proposed south of Brady Rd and north of SR-14, in a central location that includes dramatic natural features and will provide views of the Columbia River. A conceptual park design is included as Sheet MP-12. The park provides a view terminus at the western end of First St and Brady Rd, and provides a connection between the proposed multiuse trail north of Brady Rd and the future Evergreen Hwy facilities to the south. The final park design will be determined in collaboration with Vancouver Parks & Recreation.

Finding: A letter of intent has been signed between the applicant and the Parks Department. In the event that the City does not purchase the property for a park, the applicant must still make the site available to the public via a public easement. If the applicant proposes to reduce the amount of parks and open space in the future, a new Type IV application will be required.

- i. *Includes standards ensuring that at least 10% of residential units in the master plan area are affordable to moderate income households, as defined by RCW 84.14.*

Applicant Response: The RCW 84.14 definition² of affordable housing is:

(1) "Affordable housing" means residential housing that is rented by a person or household whose monthly housing costs, including utilities other than telephone, do not exceed thirty percent of the household's monthly income. For the purposes of housing intended for owner occupancy, "affordable housing" means residential housing that is within the means of low or moderate-income households.

The RCW 84.14 definition of moderate-income households is:

(9) "Moderate-income household" means a single person, family, or unrelated persons living together whose adjusted income is more than eighty percent but is at or below one hundred fifteen percent of the median family income adjusted for family size, for the county, city, or metropolitan statistical area, where the project is located, as reported by the United States department of housing and urban development.

Therefore, to comply with this criterion, 10 percent of the residential units in the Master Plan area must be priced at a rate that does not exceed 30 percent of the monthly income of households earning between 80 percent and 115 percent of the median family income adjusted for family size.

The RCW refers to the County, City, or metropolitan statistical area (MSA) where the project is located as reported by the United States Department of Housing and Urban Development (HUD). HUD includes Vancouver in the Portland-Vancouver-Hillsboro MSA, and does not provide data for Clark County or the City of Vancouver.

² Available online at <https://app.leg.wa.gov/RCW/default.aspx?cite=84.14.010>. Retrieved January 11, 2022.

HUD establishes the fiscal year 2021 median family income (MFI) at \$96,900 per year for a family of four;³ 80 percent MFI is \$77,350 for a family of four and 115 percent MFI is \$111,435. The applicant understands that the Clark County area median income (AMI) is lower than the Portland-Vancouver-Hillsboro MSA MFI; however, demonstrating compliance with this standard requires following the current RCW definitions. See Table 3 below.

Table 1 – Portland-Vancouver-Hillsboro MSA Income

Income Level	Income (family of 4)	Maximum Monthly Rent (30% of income)
80 percent	\$77,350	\$1,934
100 percent (median)	\$96,900	\$2,423
115 percent	\$111,435	\$2,786

The applicant proposes the following approach to demonstrate compliance with this criterion at the time of each Site Plan Review:

1. Ten (10) percent of the constructed units will be “affordable housing” or for “moderate income households,” as those terms are defined in RCW 84.14.010.
2. Affordable Units are not required in each individual building but measured as ten (10) percent of the total constructed units within the HQ Master Plan development. Affordable Units may be dispersed throughout the HQ Master Plan development or may also be in a single building.
3. The applicant will endeavor to ensure that the Affordable Units will have the same level of smart living experience as the other units to ensure equity and inclusivity. It is anticipated that the smart energy innovation will keep utility bills comparable while reducing greenhouse gas emissions.
4. With each site plan application for a development within the HQ Master Plan development, the applicant will provide a report and inventory of Affordable Units within the HQ Master Plan area to the City.

Compliance with this standard, as proposed above, will be evaluated at the time of each Site Plan Review. The applicant intends to propose specific standards related to the provision of the

Finding: Staff concurs with the applicant finding. The applicant is conditioned to report on the progress of achieving the affordable housing standard as the project is built out.

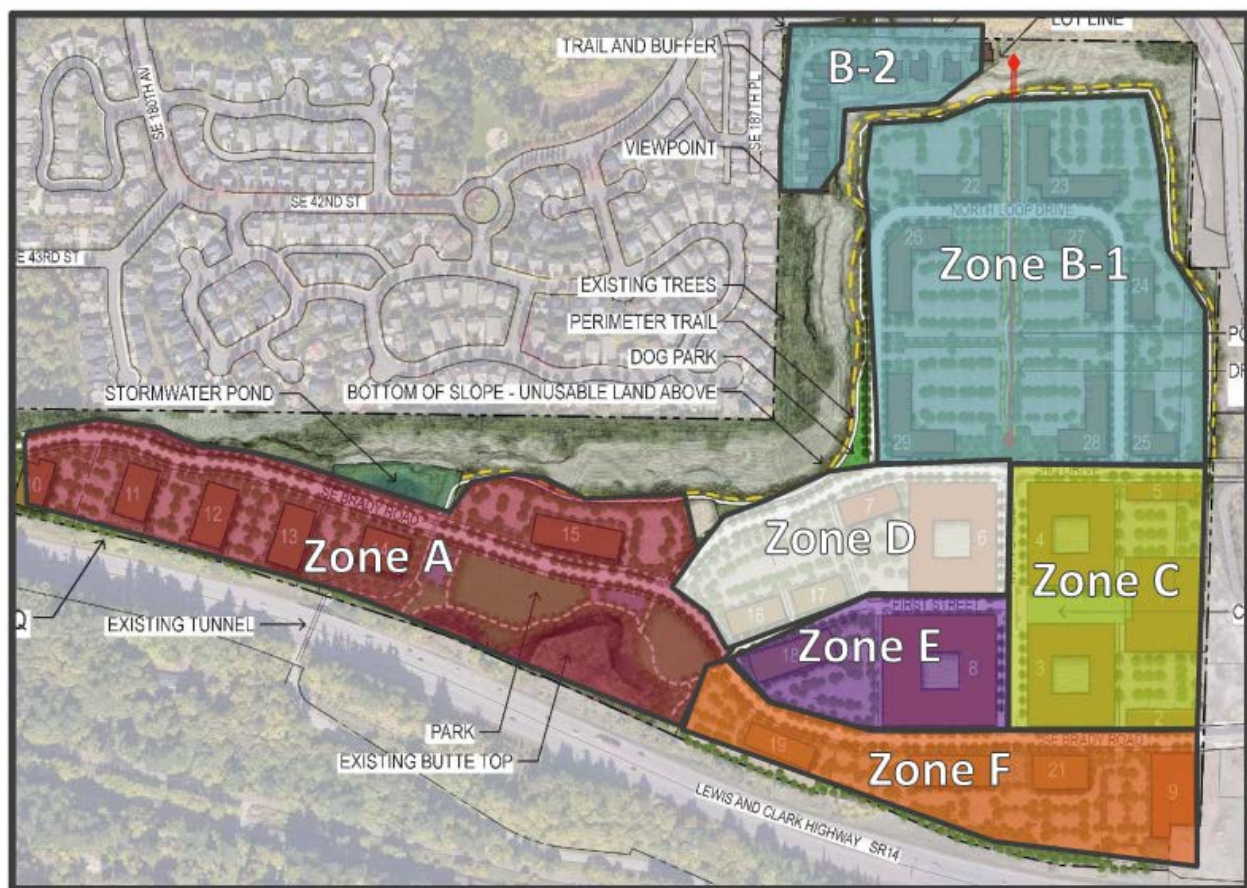
- j. *Includes standards or legal agreements ensuring shared parking is utilized to the maximum extent practicable throughout the master plan area. The number of nonstructured parking spaces provided for individual uses shall be no less than indicated in VMC Table 20.945.070-2, Minimum Off-Street Vehicle Parking Requirements, and no more than 115 percent of that amount.*

³ Available online at <https://www.huduser.gov/portal/datasets/il/il2021/2021summary.odn>. Retrieved January 11, 2022.

Applicant Response: The applicant has contracted with RBT Consultants, a firm specializing in parking and transportation demand management, to prepare a parking demand evaluation for the mixed-use core of the site. See Appendix E. This evaluation finds that the Master Plan is providing adequate parking for the projected demand and that shared parking within the mixed-use core can adequately serve the anticipated users. Note that the Riverview Gateway Design Guidelines allow parking maximums up to 125 percent of the parking minimums.

Compliance with the minimum and maximum parking requirements of VMC Table 20.945.020-2 will be evaluated at the time of each Site Plan Review application and shared parking agreements will be entered as needed to meet the parking requirements.

Finding: The applicant's parking study broke down the master plan into zones, Zones A-F as shown in the figure below:



Shared parking will occur within the central mixed-use area of the master plan. Zone C (Lot 1-5) will need an additional 273 parking spaces to meet the minimum required parking. The applicant indicates Zones D, E, and F will provided needed parking for Zone C. Total parking required for Zone C, D, E and F combined will exceed minimum parking requirements by 69 stalls.

The applicant has demonstrated that the minimum parking requirement can be met. Compliance with parking will be verified at time of site plan review and/or building permit. The applicant shall

have minimum parking in place to support each phase of development including any needed shared parking agreements.

- k. *Ensures that the environmental impacts of the master plan and subsequent development projects within it are disclosed consistent with SEPA review requirements, including a site-specific hydrogeologic analysis.*

Finding: A SEPA determination of non-significance was issued Jan. 7, 2022. The 30-day comment period ended Feb. 7, 2022, and the DNS was retained, the project complies with the SEPA. The applicant has provided a site-specific hydrogeologic analysis.

- l. *Buildings proposed or allowed by the Master Plan shall mitigate visual impacts to the adjacent area, in balance with the Subarea Plan development vision. At minimum this shall require the following:*
 - 1. *Buildings in the western portion of Fisher Quarry designated Industrial by the Comprehensive Plan shall not exceed maximum height of 35-75 feet per VMC 20.430.040-1;*
 - 2. *Buildings of any height extending above the farthest visible shore of the Columbia River, as seen from the Overlook facility or the southeast corner of the Fisher Quarry bluff, shall:*
 - a. *Be located towards the southern portion of the quarries to the fullest extent practicable;*
 - b. *Be separated from one another such that the east-west coordinates of the portions of the buildings impacting river views are a minimum of 200 feet apart;*
 - c. *Be discouraged from extending above the farthest visible Oregon ridge line. Only one such building shall be permitted per quarry; and*
 - 3. *The Master Plan shall include an assessment of how buildings will prevent off-site glare impacts from direct or reflected light sources as required by VMC 20.935.030.D.*

Finding: The applicant has demonstrated that the project can comply with the 35–75-foot height limit in Table 20.430.040-1, see Section 20.430 of this report for more details.

The applicant has provided a viewshed analysis demonstrating that the project complies with #2, above. The analysis is provided in the master plan maps sheet MP16.

VMC 20.935.030.D states the following:

D. *Light and glare.* No development or use shall create off-site glare impacts from direct or reflected light sources. For new developments, the Planning Official may impose conditions which minimize potential off-site light and glare impacts, such as placement of light sources away from adjacent properties, requiring shields on lights, or reducing the number of lights to the minimum needed for safety and security. For existing sources of glare, the Code Enforcement Supervisor may require sources of glare to be shielded or redirected to minimize off-site glare. Due to the negative effect off-site light and glare have upon the public health, safety and welfare, the prohibition on off-site light and glare is intended to apply to all uses in existence on the date of adoption of this ordinance and no right to maintain a use creating off-site light and glare impacts shall exist.

The project has been conditioned that all new developments have lighting that is shielded to prevent glare.

Chapter 20.700– Environmental Regulations

20.710 Archaeological Resource Protection

Finding: The applicant has completed an archaeological survey and submitted the survey to the Department of Archaeology and Historic Preservation (DAHP). No additional work is required.

20.740 Critical Areas Protection

20.740.130 Geologic Hazard Areas

Finding: The applicant submitted a critical areas report prepared by GeoDesign Inc. Future development shall follow the recommendation contained in this report.

20.740.140 Wetlands

Finding: A wetland buffer extends onto the site at the western end. A Critical Areas Report and Buffer Averaging Plan was prepared by Otak, Inc. date Sept. 28, 2021.

A small 71-square-foot area of the buffer is proposed to be impacted by construction of SE Brady Road. The applicant proposes to add 142 square feet through buffer averaging. The project complies with this section, nothing additional is required.

20.770 Tree, Vegetation and Soil Conservation

Finding: Compliance with this section will be verified at time of site plan review and/or building permit.

20.790 SEPA Regulations

Finding: Final Determination of Non-significance (DNS) was issued Feb. 8, 2021. The 14-day appeal period ended on February 22, 2022.

Conclusion: The proposal complies with SEPA requirements.

Chapter 20.900– Additional Development Regulations

20.915 - Impact Fees

Finding: Impact fees will be accessed at time of building permit.

20.925 - Landscaping

Finding: Compliance with the landscaping standards will be verified at time of site plan review and/or building permit issuance.

20.935 - Off-Site Impacts

Finding: The proposal must at all times comply with the environmental noise, off-site drainage, smoke and particulate, light and glare, and vibration limits of VMC 20.935. If at any time the proposal is out of compliance with the off-site impact regulations of VMC 20.935, the property owner must make revisions to bring the site into compliance.

20.945 – Parking and Loading

Finding: Compliance with the parking standards will be verified at time of site plan review and/or building permit issuance.

20.970 – Solid Waste

Finding: Compliance with the parking standards will be verified at time of site plan review and/or building permit issuance.

VMC Title 11 – Streets and Sidewalks

Chapter 11.70 – Transportation Concurrency

The applicant submitted a Transportation Impact Analysis (TIA) dated June 30, 2011, from Mackenzie. The TIA included trip generation, trip distribution, intersection level-of-service analysis, collision analysis, intersection queueing analysis, turn-lane warrant analysis, and sight distance analysis. Trip generation rates were based on the Institute of Transportation Engineers (ITE) Trip Generation Manual, 10th Edition, utilizing the following Land Use Codes:

- 221 – Multi-family Housing (Mid-Rise)
- 310 – Hotel
- 465 – Ice Skating Rink
- 710 – General Office
- 720 – Medical/Dental Office
- 760 – R & D Center
- 820 – Shopping Center
- 932 – High-Turnover Sit-Down Restaurant

Based on this information, the proposed project will generate 19,759 net new Average Daily Trips (ADT) including 1,135 new a.m. Peak Hour Trips and 1,762 new p.m. peak hour trips.

Pursuant to VMC 11.70.090, SE 192nd Avenue between SR-14 and NE 18th Street is designated a Category 1 Concurrency corridor, which stipulates that the corridor is operating at or above the City's adopted level of service standards. The trips generated by the proposed development are not anticipated to cause the corridor to drop below the adopted level of service standard.

The proposed use is located within the #247 Transportation Analysis Zone. The proposed project contributes p.m. peak hour trips to the following Transportation Management Zones (TMZ):

Corridor Name	Corridor Limit	PM Peak Trips
164 th /162 nd Avenue	SR 14 to SE 1 st St.	441
192 nd Avenue	SR-14 to NE 18 th Street	1,573

Prior to the issuance of civil plan approval for each project within the master plan area, the project applicant shall pay the concurrency modeling fees calculated for the site plan. Pursuant to the applicant's information, the project will not distribute trips to any other Transportation Management Zones.

The applicant's traffic analysis provides distribution of trips used to establish the proportionate share contribution towards off-site traffic mitigation projects pursuant to VMC 11.80.080(C). A list of the intersection(s) slated for proportionate share contributions is as follows:

Intersection or Corridor	Cost Per <u>PM</u> Peak Hour Trip	Number of Trips	Proportionate Share
SE 192 nd Ave & SE 34 th Street	\$150	881	\$132,150

SE 192 nd Ave & SR-14 WB Ramps	\$2,000	705	\$1,410,000
Total Estimated Proportionate Share Cost for Master Plan build-out			\$1,542,150.00

Prior to the issuance of site plan approval for any project within the proposed master plan, the project applicant shall pay the portion of the proportionate share fees calculated for that project.

The TIA identifies several intersections within the study area that are projected to exceed the City's standards for level-of-service (LOS) and/or volume-to-capacity ratio (V/C ratio) with addition of the project-generated trips. The report also identified several locations where existing lane lengths may be exceeded by the expected vehicle queue lengths. The TIA also identifies mitigation strategies. The following is a list of the locations that are projected to exceed standards, along with the recommended mitigation efforts and the City's requirements:

- SE 192nd Ave / SR-14 WB ramps
 - The intersection is shown to exceed capacity standards currently during the p.m. peak hour (V/C 1.26, LOS F).
 - NB vehicle queue lengths will begin to exceed storage lengths, beginning in 2031 post-development.
 - The City has put in place a proportionate share project to address the necessary mitigations at this intersection. The fee rate for the proportionate share project is \$2,000 per p.m. peak hour trip generated by the project and passing through the intersection. **Prior to the issuance of site plan approval for any project within the proposed master plan, the project applicant shall pay the portion of the proportionate share fees calculated for that project.**
- SE 192nd Ave / Brady Road
 - The intersection is shown to exceed capacity standards during the a.m. peak hour in 2036 (V/C 1.13, LOS F).
 - Vehicle queue lengths at all legs will begin to exceed storage lengths, beginning in 2031 post-development.
 - **The TIA recommends that the signal timing be optimized, and that the intersection continue to be monitored as site plan development occurs within the master plan area.**
 - The EB left-turn queue is projected to exceed the existing turn-lane capacity during the p.m. peak hour, starting in 2031 post-development. **This turn lane is currently 200 feet, it must be extended to at least 300 feet as part of the required subdivision improvements.**
 - See TIA requirements for site plan development within the master plan area, below.
- SE 192nd Ave / HQ Drive (Columbia Palisades Dr)
 - The intersection is shown to exceed capacity standards during the p.m. peak hour in 2036 (V/C 1.17, LOS F).
 - NB vehicle queue lengths will begin to exceed storage lengths in 2031 post-development.

- The SB left-turn queue is projected to exceed the existing turn-lane capacity during the p.m. peak hour in 2036. **This turn lane is currently 250 feet long, it must be extended to 400 feet when the fourth leg of the intersection is constructed and the intersection is signalized.**
 - **The TIA recommends that the intersection be signalized, and that the intersection continue to be monitored as site plan development occurs within the master plan area. Signalization of the intersection must occur when the fourth leg is constructed.**
 - See TIA requirements for site plan development within the master plan area, below.
- SE 192nd Ave / SE 34th Street
 - The intersection is shown to exceed capacity standards during the p.m. peak hour in 2036 (V/C 1.06, LOS F).
 - Vehicle queue lengths for WB left-turns currently exceed the turn-lane storage length.
 - Vehicle queue lengths at all legs will begin to exceed storage lengths, beginning in 2031 post-development.
 - **The TIA recommends that the signal timing be optimized, and that the intersection continue to be monitored as site plan development occurs within the master plan area.**
 - The City has put in place a proportionate share project to address the necessary mitigations at this intersection. The fee rate for the proportionate share project is \$150 per p.m. peak hour trip generated by the project and passing through the intersection. **Prior to the issuance of site plan approval for any project within the proposed Master Plan, the project applicant shall pay the portion of the proportionate share fees calculated for that project.**
 - See TIA requirements for site plan development within the master plan area, below.

Prior to the issuance of site plan approval for any project within the proposed Master Plan area, the applicant shall provide the City with a TIA that re-analyzes the study area intersections based on existing traffic conditions in place at the time of site plan application, conditions at year of opening of the proposed site plan development, and conditions at future build-out (five years from year of opening). Any intersection movements or queueing lengths that do not meet City standards with the addition of project-generated trips will require mitigation prior to the issuance of occupancy approval for the site plan development.

Transportation Impact Fees (TIF) are imposed per VMC 20.915. See the section of this staff report addressing VMC 20.915 for calculation of TIF.

Conclusion: The proposed development meets the requirements of VMC 11.70 as conditioned.

Chapter 11.80 – Streets and Development Standards

SE 192nd Avenue

Southeast 192nd Avenue is designated a principal arterial with center turn lane and bike lanes, which requires a minimum 50 feet half-width right of way and 35 feet paved street half-width per city standard plan T10-06. If the existing right of way is substandard, right of way dedication will be required. The existing road along the property frontage of SE 192nd Avenue includes asphalt

roadway, curb, gutter, partial detached sidewalks, planter strip, ADA ramps, street lighting, and storm drainage

Prior to the issuance of final subdivision approval, the applicant shall provide the following improvements to SE 192nd Avenue, per City of Vancouver standards:

- Dedicate public right of way as necessary to meet the standard.
- Per VMC 11.80.080(C), the City reserves the right to require improvements to non-abutting street if, in the opinion of the Director, the proposed development will cause an adverse impact or create dangerous or hazardous condition on or to another street. Therefore, the applicant shall construct a 6-foot-wide detached sidewalk along the west side of SE 192nd Avenue, from where the sidewalk currently terminates along the Chevron property to the north to where the sidewalk terminates along the Fisher Quarry development.
- At the intersection with HQ Drive (Columbia Palisades Drive):
 - o Construct the west leg of the intersection. Curb radii must be a minimum of 35 feet per the design criteria tables of VMC 11.80.040.
 - o Construct a SB right-turn lane
 - o Extend the storage length of the existing SB left-turn turn lane to 400 feet
 - o Construct a NB left turn lane. The length of the NB left turn lane must be designed to accommodate the vehicle queueing length identified in the TIA
 - o Install a traffic signal
- Street lighting must be installed or updated to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

No direct driveway access shall be allowed on SE 192nd Avenue, per VMC 11.80.110(A), unless no other access to the site is available. All driveway access shall be taken from the proposed streets within the development.

Brady Road

Brady Road is designated a minor arterial. Currently, Brady Road is stubbed from SE 192nd Avenue to the property line of the subject development property. The applicant proposes a street section for Brady Road that includes 72-foot right of way width, a 38-foot curb-to-curb pavement width (including 11-foot traffic lanes and 8-foot parallel parking lanes), a 4-foot planter strip on each side, a 15-foot multi-modal sidewalk/bike path on the north side, and an 11-foot multi-modal sidewalk/bike path on the south side.

Prior to the issuance of final subdivision approval, the applicant shall provide the following improvements to Brady Road, per City of Vancouver standards:

- Dedicate public right of way as necessary to meet the standard adopted for the Master Plan.
- Extend Brady Road to the project's west property line, using the standard adopted for the Master Plan.
- At the intersection with SE 192nd Avenue, extend the storage length of the EB left-turn lane to at least 300 feet.
- Install a raised pedestrian crossing where the proposed multi-modal trail intersects with Brady Road.

- Street lighting must be installed to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

The short length of Brady Road between SE 192nd Avenue and the project site was constructed in April 2019. Pursuant to VMC 11.80.100 B., a street cut prohibition is in effect through April 8, 2024. If the applicant finds it necessary to cut into the street to provide utility services and all options have been exhausted, submittal of a minor road modification request pursuant to VMC 11.80.160 will be required. This application shall be submitted for review in order to deviate from the five-year street cut moratorium.

There is a small area of remnant WSDOT right of way located at the end of Brady Road that impacts Lots 2 and 9 on the proposed preliminary plat. WSDOT has turned this remnant right of way back to the City. The City will reserve the right of way necessary for the extension of Brady Road. Pursuant to State and City requirements, the remaining area can then be sold as surplus to the abutting property owner(s) upon completion of the required appraisal and surplus process.

HQ Drive (Columbia Palisades Drive)

HQ Drive is designated a collector. The applicant proposes a street section for HQ Drive that includes 72-foot right of way width, a 38-foot curb-to-curb pavement width (including 11-foot traffic lanes and 8-foot parallel parking lanes), a 4-foot planter strip on each side, a 15-foot multi-modal sidewalk/bike path on the south side, and an 11-foot multi-modal sidewalk/bike path on the north side. **Prior to the issuance of final subdivision approval, the applicant shall provide the following improvements to HQ Drive, per City of Vancouver standards:**

- Dedicate public right of way as necessary to meet the standard adopted for the Master Plan.
- Construct HQ Drive from SE 192nd Avenue to the proposed intersection with Brady Road, using the standard adopted for the Master Plan.
- Enhanced pedestrian crossings must be installed at key intersections and/or midblock crossing locations, as identified on the Master Plan.
- Street lighting must be installed to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

North Loop Drive

North Loop Drive is designated a neighborhood circulator. The applicant proposes a street section for North Loop Drive that includes 52-foot right of way width, 36-foot curb-to-curb pavement width (including 10-foot traffic lanes and 8-foot parallel parking lanes), and 8-foot attached sidewalks on both sides. **Prior to the issuance of final subdivision approval, the applicant shall provide the following improvements to North Loop Drive, per City of Vancouver standards:**

- Dedicate public right of way as necessary to meet the standard adopted for the Master Plan.
- Construct the street, looping from and to HQ Drive, using the standard adopted for the Master Plan.

- Enhanced pedestrian crossings must be installed at key intersections and/or midblock crossing locations, as identified on the Master Plan. Intersections must be constructed with curb extension bump-outs and small-radius returns.
- Street lighting must be installed to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Main Street

Main Street is designated a neighborhood circulator. The applicant proposes a street section for Main Street that includes 90-foot right of way width, 57-foot curb-to-curb pavement width (including 12-foot traffic lanes and 16.5-foot angled back-in parking on both sides), and 16.5-foot attached sidewalks on both sides. It should be noted that the street name for Main Street will likely need to be changed during subsequent phases to avoid confusion. **Prior to the issuance of final subdivision approval, the applicant shall provide the following improvements to Main Street, per City of Vancouver standards:**

- Dedicate public right of way as necessary to meet the standard adopted for the Master Plan.
- Construct the street, between HQ Drive and Brady Road, using the standard adopted for the Master Plan.
- Enhanced pedestrian crossings must be installed at key intersections and/or midblock crossing locations, as identified on the Master Plan. Intersections must be constructed with curb extension bump-outs and small-radius returns.
- Street lighting must be installed to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

First Street

First Street is designated a neighborhood circulator. The applicant proposes a street section for First Street that includes 60-foot right of way width, 36-foot curb-to-curb pavement width (including 10-foot traffic lanes and 8-foot parallel parking lanes), and 12-foot attached sidewalks on both sides. It should be noted that the street name for First Street will likely need to be changed during subsequent phases to avoid confusion. **Prior to the issuance of final subdivision approval, the applicant shall provide the following improvements to First Street, per City of Vancouver standards:**

- Dedicate public right of way as necessary to meet the standard adopted for the Master Plan.
- Construct the street, between Main Street and Brady Road, using the standard adopted for the Master Plan.
- Enhanced pedestrian crossings must be installed at key intersections and/or midblock crossing locations, as identified on the Master Plan. Intersections must be constructed with curb extension bump-outs and small-radius returns.
- Street lighting must be installed to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Private Street

As described above, the 12 proposed single-family lots will take access by way of two private streets extending from a single access on SE 41st Drive. The applicant shall, at a minimum, meet the applicable requirements of city standard plans T10-17 and/or T10-18. **Prior to the issuance of final subdivision approval, the applicant must provide the following items for the proposed private streets, per City of Vancouver standards:**

- Dedicate appropriate easements or tracts and install a minimum 20-foot-wide street surface, planter strips on both sides of the street, and 5-foot detached sidewalk on both sides of the street.
- Install a driveway approach on SE 41st Drive per the appropriate City of Vancouver standard, to provide access to the private streets.
- Install appropriate turnarounds at the dead ends of the streets, per the appropriate City of Vancouver standard.
- Install “No Parking – Fire Lane” signs on both sides of the private streets.

The applicant shall also provide a shared access and maintenance agreement for the private street to cover the cost of maintaining and operating street surface, signs and markings, and drainage system, as it applies to private streets and shared driveways. Any shared accesses shall be called out on the plat. **The agreement shall be recorded on all parcels that are party to the private roadway. Shared access and maintenance agreements shall be provided prior to final subdivision approval.**

Per VMC 11.80.050 (H), a statement with the following language is required on the face of any plat or short plat containing a private street:

WARNING: City of Vancouver has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, streetlights, curbs, or landscaping.

Per VMC 11.80.050 (I), where private streets are included in plats/subdivisions that include conditions, covenants and restrictions (CCRs), the CCRs must include the following statement:

WARNING: City of Vancouver has no responsibility to improve or maintain the private streets contained within or private streets providing access to the property described in this plat, nor does the City of Vancouver have responsibility for any of the infrastructure associated with the roadway such as sidewalks, drainage facilities, streetlights, curbs, or landscaping.

The CCRs also must include terms and condition of responsibility for liability, maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement, right of use easement, and other considerations.

Per VMC 11.80.050 (J), the city will not maintain streets, signs, streetlights, or drainage improvements associated with a private street. Prior to final inspection and approval of a private street, a maintenance agreement must be recorded with the Clark County Auditor as a covenant running with the land for any and all parcels served, or potentially served. The agreement must set forth the terms and conditions of responsibility for liability, maintenance, maintenance methods, standards, distribution of expenses, remedies for noncompliance with the terms of the agreement,

right of use easements, and other considerations. The agreement also must include the creation of a private street maintenance fund and the annual assessment.

All Streets

Street lighting is required on public streets per VMC 11.80.090 and on private streets per VMC 11.80.050(L). Any substandard street lighting shall be required to be upgraded to current city standards as part of this project. Street lighting shall be installed and/or updated to meet the design standards per city standard plans T21-01A through T21-01D. If the applicant proposes to retain the existing lighting or install lighting that exceeds the maximum spacing requirement a photometric analysis will be required to ensure the lighting level standards are met. If the maximum spacing per T21-01A is met, the photometric analysis is not necessary.

When required, photometrics shall be analyzed in zones. Zones for each direction of travel of a straight roadway are done in luminance method. Intersections, sidewalks, and curved roadway sections are their own zones and done in illuminance. Average maintained luminance is measured in candela per square meter. Veiling luminance shall be shown. Average maintained illuminance is measured in foot-candles. Stationing is a required item on the lighting plans. IES files for lighting software can be obtained from lighting manufacturer. Use lighting materials from the City of Vancouver approved material list.

New lights will be LED and existing HPS lights will be retrofitted to LED unless otherwise noted by Traffic. Any new or existing lights that are within 10 feet of primary power and/neutral lines, will require the developer to raise the power lines. The developer will need to work with Clark Public Utilities for requirements and costs.

Conclusion: The proposed development meets the requirements of VMC 11.80 as conditioned.

VMC Title 14 – Waters and Sewers

Water

Finding: City records indicate that there is:

- 12-inch Ductile Iron (DI) water main within SE Brady Rd.
- 12-inch DI water main within SE 192nd Ave
- 8-inch DI water main stub onto the project lot on the South side of SE 178th Place
- Nearest fire hydrant is located on the north side of SE Brady Rd, west of SE 192nd Ave.

To obtain water supply for the project:

- Connect to the existing 12-inch DI water main within SE Brady Rd and loop a new 12-inch Zinc coated DI water main through the project tax lots to service any domestic water, fire protection systems or fire hydrants.
- Fire hydrant locations are to be specified by the fire marshal. **If new hydrants are required**, they shall be served by water mains with a minimum of 8-inch diameter. The exception allows utilization of a 6-inch main for dead-end run shorter than 50 feet to a hydrant.
- A public easement will be required for any public water main, meter or hydrant located outside of City of Vancouver right of way.
- Separate water services are required for each building. Water meters shall be located in a non-paved area, centered along the property frontage.
- If wells are found to be on-site, future use or abandonment requirements from the Departments of Health and Ecology must be met. If an existing well is to remain in service,

approval from the City's Water Quality Department will also be required, including appropriate backflow protection.

Conclusion: The submitted plan indicates the City of Vancouver requirements for water can be met. The applicant shall meet the water requirements as per the *General Requirements & Details for the Design and Construction of Water, Sanitary Sewer and Surface Water Systems* (latest revision). Additional fees associated with permits, System Development Charges (SDC's) and Main fees will/may also be required.

Further requirements may be necessary depending on the final project configuration.

Sewer

Finding: Public sanitary sewers are generally available to the site. A system map is attached as Exhibit 7. (Locations and details are approximate.)

Service to the wider quarry areas was originally proposed with pump stations discharging south through an existing casing beneath SR-14. Pressure discharges would have extended west in Evergreen Highway and discharge to gravity sewers near SE 164th Avenue.

Hydraulic modelling completed in 2015 by Otak and the City's modelling consultant simulated flows for the east adjacent Palisades development. The model computes (estimates) dynamic flows using the same software, inputs, and assumptions developed by the City's 2011 General Sewer Plan. Peaking factors and rainfall components were developed with the 2011 GSP. Results conclude that the Palisades flows could instead be pumped north in SE 192nd Avenue to a discharge located at SE 34th Street. Today's Palisades flows follow this northern path (and are shown on the exhibit in red.)

The 2015 modelling also estimated and simulated flows for the Rinker (today's HQ) site. Results show that the existing gravity (trunk) sewers west of the site along the north side of SR14 could accommodate these original flow estimates.

A utility review (request for utility services report) was issued for the HQ site in October 2020. The review summarizes the areas original service plans, cites previous Otak 2015 modeling reports, agrees that area flows can likely be pumped west, and encourages early pump station design considerations. A pre-application report issued for the site in mid-November refines (and supersedes) the utility review comments (PIR-79907). The report cites the code's development extension criteria, notes 2015 modelling, requires a pump station feasibility report, buildout flow estimates, and verification of downstream capacity.

The applicant's engineer provided preliminary peak buildout flow rates for the current HQ proposal in late February 2021. The estimates are higher than the original rates estimated and modeled in 2015. The existing SR14 trunk sewers west of site do not have capacity to accommodate these latest higher flow estimates.

The applicant submitted a draft pump station feasibility report (technical memorandum) in early June. Staff provided comments on the Draft TM in mid-July asking for additional details, clarifications, and revisions. (Staff also provided the applicants with the City's hydraulic modeling consultant's contact information.)

The HQ land application was submitted in early July. Sanitary sewer service is mentioned in several locations of the application narrative including Page 40 Section 20.230.040 (A) and Page 61 Section 20.680.040 (C)(3). The preliminary utility plans on Sheets UT-01 through UT-24 propose new on-site gravity sewers, a public pump station, and a pressure sewer discharging to new gravity sewers proposed by the west adjoining Fishers Creek Subdivision (LUP-81488.).

The application also includes the June draft pump station feasibility report (Draft TM) as Appendix P. The draft report proposes to postpone any needed off-site downstream public sanitary sewer (capacity) improvements and recommends coordination with the City. Staff declared the HQ application fully complete for sanitary sewer in early August and asks for a supplemental information (summarizing sewer coordination with the west adjoining FCS proposal). The supplement was submitted in January 2022 and posted as Appendix Q in the land application documents.

In late July City staff initiated professional services to perform hydraulic model simulations in the area. A notice to proceed was issued in mid-August and a scope of work was approved in early September. The scope includes pipe additions, introduction of current HQ baseflow estimates to the SR14 trunk sewer, and inflows to two alternate locations north and northwest of the site.

Hydraulic model simulations were completed in January 2022. Results are summarized in a technical memorandum prepared by Murrsmith on 13 January 2022 entitled Sub Model conversion to MIKE+ - Model Results for Proposed HQ Scenarios. Results confirm that the existing SR14 trunk sewers west of site do not have capacity to accommodate the proposed peak buildout flows. The report suggests that capacity may be available at other locations north and northwest of the site. A copy of the report was sent to the applicant in early February.

Additional in-house study is required prior to releasing final City findings and connection options. The study requires detailed review of the modelling results together with all other available sewer collection system information. (The additional study had not yet (fully) started at the time of this report.)

Developers Extension Criteria: Developments are required to extend public sewer to and through the sites and across the frontages (VMC 14.04.280). Construction of all off-site piping (and capacity improvements) are required. Policy does not provide for deferred public sewer improvements. Connection requirements are provided by VMC 14.08.050 (and 14.16.010). Standards require a minimum of one 6-inch lateral to serve each building and separate service lateral connections for separate types-of-use.

General Service Requirements: Construction of an on-site public pump station and gravity sewers through the site to are required. Off-site downstream improvements are also required. Off-site improvements require construction of pump station discharge piping and/or capacity improvements to existing sewers. Final design and connection location details are yet to be determined.

Erosion Control

Findings: The project site has been largely disturbed and there little or no native vegetation. Topography varies with flat areas near the center and slopes to the north and south. The main erosion threat will be to the existing storm system in Brady Road which relies on infiltration. Protecting this system from sediment and sediment laden runoff will be critical. A wheel wash will

be required at the access to the site to protect this system. The applicant has submitted a preliminary erosion control and has demonstrated that the requirements of the ordinance can be met for the project. A final erosion control plan shall be submitted with each phase of construction.

Stormwater

Findings: The proposed project is subject to the requirements of the current Western Washington Phase II Municipal Stormwater Permit and the City of Vancouver Surface Water General Requirements. More than 5,000 square feet of hard surfaces will be created and Minimum Requirements 1 through 9 of the 2014 Stormwater Management Manual for Western Washington (SMMWW) and the stormwater permit will apply.

Runoff from all pollution generating surfaces shall be treated with an approved runoff treatment best management practice (BMP). A portion of the site is within one-quarter mile of Fishers Creek. Any infiltration facilities within this portion of the site or direct discharge from anywhere on-site to the creek would require Enhanced Runoff Treatment with a Department of Ecology approved runoff treatment BMP prior to infiltration or discharge.

The project as proposed will be phased. Each phase shall be able to stand alone and might require construction of stormwater facilities located in future phases.

The applicant has submitted preliminary stormwater plans and a preliminary stormwater report has demonstrated that the requirements of the ordinance can be met for the project. Final stormwater plans and a final stormwater report shall be submitted with each project phase.

Water Resource Protection

Findings: The proposed project site is located in a Critical Aquifer Recharge Area. Minimum Standards in VMC 14.26.120 are applicable to all sites within the City of Vancouver. The applicant will be required to submit an Industrial Information Form (IIF WRPO E-Form) for any proposed industrial development. The form is available on request at surfacewater@cityofvancouver.us.

VMC Title 16 – Fire

Findings: The fire department has determined the requirements of Vancouver Municipal Code can be met with adherence to the conditions contained herein.

VMC Title 17 – Buildings and Construction

Finding: 17.08.090 a building department plan review and permits will be required for this project. Buildings shall comply with the applicable codes listed in 17.08.010 in effect at the time of building permit application. A complete building code review of plans is not performed during site plan review. Filing of building permit application with required fees and review material is required for a complete building code review. At this time, plans and information necessary to verify compliance with all applicable building code provisions is neither required nor provided.

The proposed master plan appears acceptable for the review of building codes related issues and accessibility issues pertaining to the broader project.

Conclusion: As submitted project could be approved for building code requirements pertaining to the master plan.

IV. RECOMMENDED ACTION

Based upon the findings herein, the criteria for master plan approval have been satisfactorily met or shall be met as conditioned. Staff recommends Planning Commission recommend approval of the HQ Master Plan to City Council subject to the conditions listed below.

V. CONDITIONS OF APPROVAL

General

1. The "HQ Design Guidelines" dated July 2, 2021, prepared by Otak shall serve as the design guidelines for the master plan.
2. The landscaping percentage for sites with a parking structure is 0%. The remaining areas shall comply with the minimum landscape percentage.
3. If the amount of parks and open spaces is reduced in the future, the applicant shall obtain a new Type IV master plan approval. Parks and open space can be either public or privately owned, however the total amount as presented in this application cannot be reduced without obtaining a new Type IV master plan approval.

Prior to Recording the Subdivision Plat(s)

4. All street names are placeholders for the master plan. The City may request new street names consistent with addressing requirements.
5. Since there is complete separation of infrastructure and access, the single-family residential lots at the north end of the master plan may be recorded separately from the rest of master plan. The applicant will need to complete a lot line adjustment so the north area is on its own lot prior to independently subdividing into single-family lots and all supporting infrastructure installed and accepted by the City. The open space, trail and landscaping associated with the single-family subdivision must be indicated on the civil engineering plans and installed prior to recording of the final plat. All other phasing must be approved by City of Vancouver Public Works. Phasing of infrastructure prior to recording the final plat is typically not allowed by Public Works.
6. Prior to recording the subdivision plat for the single-family residential subdivision, the applicant shall record a shared access and maintenance agreement for the private street.
7. All single-family lots shall have 20 feet of frontage on a public or private street.
8. For both the main master plan subdivision and the single-family subdivision, public access easements shall be indicated on the plat that cover all pathways and open spaces. The applicant may impose reasonable hours for these area to be open to the public.
9. The applicant shall place signage along all public access trails stating that the path is open to the public, the sign may identify reasonable hours of operation. Signage locations shall be shown on the engineering plans for review and approval by the City.
10. Prior to recording the main master plan subdivision, the applicant shall extend a trail from the proposed single-family residential subdivision down to the base of the quarry that connects to the main master plan trail system; and all other trails shall be installed unless a phasing plan is approved by the Planning Department. All trails and landscaping shall be indicated on the engineering plans and approved by the City with the civil engineering permit. Timing of installation of the City park can be installed per agreements with the City Parks Department and the public plaza can be delayed until development and permitting of surrounding buildings.
11. Signs shall be placed at minimum every 200 feet at the wetland buffer located at the west end of the master plan that reads, "The area beyond this sign is a wetland or wetland buffer. Alteration or disturbance is prohibited by law. Please call the City of Vancouver for more information."

12. Prior to recording the single-family residential subdivision, the following improvements shall be completed on the Private Street(s):
- Dedicate appropriate easements or tracts and install a minimum 20-foot-wide street surface, planter strips on both sides of the street, and 5-foot detached sidewalk on both sides of the street.
 - Install a driveway approach on SE 41st Drive per the appropriate City of Vancouver standard, to provide access to the private streets.
 - Install appropriate turnarounds at the dead ends of the streets, per the appropriate City of Vancouver standard.
 - Install "No Parking – Fire Lane" signs on both sides of the private streets.
13. Prior to recording the main subdivision plat for the master plan (all areas other than the single-family residential subdivision) the following street improvements must be completed:

SE 192nd Ave / Brady Road

The eastbound left-turn lane shall be extended from 200 feet to at least 300 feet.

SE 192nd Ave / HQ Drive (Columbia Palisades Dr)

The southbound left-turn lane shall be extended from 250 feet to 400 feet. The intersections shall be signalized when the fourth leg of the intersection is constructed.

SE 192nd Ave.

The following improvements to 192nd Avenue shall be completed:

- Dedicate public right of way as necessary to meet the standard.
- Per VMC 11.80.080(C), the City reserves the right to require improvements to non-abutting street if, in the opinion of the Director, the proposed development will cause an adverse impact or create dangerous or hazardous condition on or to another street. Therefore, the applicant shall construct a 6-foot-wide detached sidewalk along the west side of SE 192nd Avenue, from where the sidewalk currently terminates along the Chevron property to the north to where the sidewalk terminates along the Fisher Quarry development.
- At the intersection with HQ Drive (Columbia Palisades Drive):
 - o Construct the west leg of the intersection. Curb radii must be a minimum of 35 feet per the design criteria tables of VMC 11.80.040.
 - o Construct a SB right-turn lane.
 - o Extend the storage length of the existing SB left-turn turn lane to 400 feet.
 - o Construct a NB left turn lane. The length of the NB left turn lane must be designed to accommodate the vehicle queueing length identified in the TIA.
 - o Install a traffic signal.
- Street lighting must be installed or updated to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

No direct driveway access shall be allowed on SE 192nd Avenue, per VMC 11.80.110(A), unless no other access to the site is available. All driveway access shall be taken from the proposed streets within the development.

Brady Road

The following improvements shall be completed on Brady Road:

- Dedicate public right of way as necessary to meet the standard adopted for the Master Plan.
- Extend Brady Road to the project's west property line, using the standard adopted for the Master Plan.
- At the intersection with SE 192nd Avenue, extend the storage length of the EB left-turn lane to at least 300-feet.
- Install a raised pedestrian crossing where the proposed multi-modal trail intersects with Brady Road.
- Street lighting must be installed to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

The short length of Brady Road between SE 192nd Avenue and the project site was constructed in April 2019. Pursuant to VMC 11.80.100 B., a street cut prohibition is in effect through April 8, 2024. If the applicant finds it necessary to cut into the street to provide utility services and all options have been exhausted, submittal of a minor road modification request pursuant to VMC 11.80.160 will be required. This application shall be submitted for review in order to deviate from the five-year street cut moratorium.

There is a small area of remnant WSDOT right of way located at the end of Brady Road that impacts Lots 2 and 9 on the proposed preliminary plat. WSDOT has turned this remnant right of way back to the City. The City will reserve the right of way necessary for the extension of Brady Road. Pursuant to State and City requirements, the remaining area can then be sold as surplus to the abutting property owner(s) upon completion of the required appraisal and surplus process.

North Loop Drive

The following improvements shall be completed on North Loop Drive:

- Dedicate public right of way as necessary to meet the standard adopted for the Master Plan.
- Construct the street, looping from and to HQ Drive, using the standard adopted for the Master Plan.
- Enhanced pedestrian crossings must be installed at key intersections and/or midblock crossing locations, as identified on the Master Plan. Intersections must be constructed with curb extension bump-outs and small-radius returns.
- Street lighting must be installed to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

Main Street

The following improvements shall be completed on Main Street:

- Dedicate public right of way as necessary to meet the standard adopted for the Master Plan.
- Construct the street, between HQ Drive and Brady Road, using the standard adopted for the Master Plan.

- Enhanced pedestrian crossings must be installed at key intersections and/or midblock crossing locations, as identified on the Master Plan. Intersections must be constructed with curb extension bump-outs and small-radius returns.
- Street lighting must be installed to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the City stormwater ordinance.

First Street

The following improvements shall be completed on First Street:

- Dedicate public right of way as necessary to meet the standard adopted for the Master Plan.
- Construct the street, between Main Street and Brady Road, using the standard adopted for the Master Plan.
- Enhanced pedestrian crossings must be installed at key intersections and/or midblock crossing locations, as identified on the Master Plan. Intersections must be constructed with curb extension bump-outs and small-radius returns.
- Street lighting must be installed to current City standards. See street lighting comments below.
- Install traffic control devices as warranted, and storm drainage as required by the city stormwater ordinance.

14. Prior to recording the main subdivision plat for the master plan and as part of the civil plan review and approval:

Coordinate with City staff on approved sanitary sewer pump station discharge locations, available discharge rates, and downstream public sanitary sewer capacity improvements.

Public Sanitary Sewer Pump Station Design Requirements: Modify the Draft Pump Station Technical Memorandum submitted in June 2021. Address City comments. Prepare a separate civil plan set for the public sanitary sewer pump station. Design according to current General Requirements and Details for the Design and Construction of Public Sanitary Pump and Lift Stations. Include on and off-site discharge piping, provisions for future discharge location changes, and any off-site downstream capacity improvements. Submit the final pump station technical memorandum. Include complete pump station design calculations as a sheet in the plan set. Schedule a minimum of three civil review cycles. Address redline comments, revise, and submit the final design for civil plan approval.

Public Gravity Sewer Requirements: Revise and complete the public on-site gravity sewer design. Prepare according to Vancouver's current General Requirements and Details for design and construction. Coordinate with the public pump station plans. Address redline comments, revise, and submit the final design for civil plan approval. On-site civil plan approval requires pump station civil plan approval.

15. Prior to recording the main subdivision plat for the master plan, show and note a separate pump station parcel. Specify as to be dedicated to the City of Vancouver by separate deed. Provide signatures and record the deed with (directly following) the plat.

Prior to Development of Each Multi-family, Commercial, Industrial and Mixed-Use Lot

16. If shared parking with a neighboring development or lot is proposed, shared access and parking agreements shall be recorded prior to issuance of building permits.
17. Prior to issuance of a site plan review approval and building permit, plans shall indicate that all site lighting is shielded to reduce or eliminate off-site glare.
18. With each site plan application, provide a report and inventory of Affordable Units and how it complies with the affordable housing requirement.
19. Prior to the issuance of civil plan approval, pay the concurrency modeling fees. The modeling fee will be calculated at time of site plan review.
20. Proportionate share fees for transportation improvements shall be calculated at time site plan approval and paid prior to issuance of a building permit.
21. Provide the City with a traffic impact analysis that reanalyzes the study area intersections based on existing traffic conditions in place at the time of site plan application, conditions at year of opening of the proposed site plan development, and conditions at future build-out (five years from year of opening). Any intersection movements or queueing lengths that do not meet City standards with the addition of project-generated trips will require mitigation prior to the issuance of occupancy approval for the site plan development.

During Construction

22. Secure all required public sanitary sewer pump station construction permits. Secure all required off-site construction permits. Schedule and attend pre-construction meeting for the pump station and off-site improvements. Construct the station and off-site improvements according to the approved plans and standards. Satisfy Construction Services testing, inspection, and start-up requirements and secure Construction Acceptance.
23. Secure on-site public gravity sewer construction permits. Schedule and attend a pre-construction meeting. Construct according to the approved plans and standards. Satisfy Construction Services testing, inspection, and start-up requirements and secure Construction Acceptance.
24. Satisfy submittal and other requirements itemized in both Notifications of Civil Plan Approval for the public sewer improvements. Secure Final Civil Project Acceptance for both the pump station and on-site gravity improvements. Final civil project acceptance of the on-site gravity project requires final civil project acceptance of the pump station.

Note: The Washington Uniform Common Interest Ownership Act (WUCIOA), RCW 64.90, may apply to the proposal. This legislation has a number of provisions that apply to developments with common interest elements including plats. It is the sole responsibility of the applicant to comply with the provisions of WUCIOA, as the city does not approve or advise on WUCIOA. The applicant should consult their attorney on how WUCIOA may apply to the proposal.

Note: Once a plat is recorded any change will require a Plat Alteration under RCW 58.17 and VMC 20.320.080. Plat Alterations require a Type II or Type III land use approval process and the recording of a new final plat.

VI. EXHIBITS

1. Application Form
2. Applicant Narrative
3. Park LOI
4. Evergreen School District Letter
5. C-Tran email
6. E-mail Steven Haywood
7. Sewer Exhibit
8. Ecology Letter
9. Southwest Clean Air Agency Letter
10. E-mail from WFDW
11. Public Comments received prior to 30-day comment period
12. Land Use Summary Sheet (Submitted as Appendix B)
13. HQ Design Guidelines (Submitted as Appendix C)
14. Master Plan Maps:
 - MP01 – Land Use Allocation Plan
 - MP02 – Master Plan
 - MP03 – Ground Floor Uses
 - MP04 – Office Light Industrial Use
 - MP05 – Non-Office Commercial Use
 - MP06 – Residential Use
 - MP07 – Building Use (Single or Mixed)
 - MP08 – Building Number of Floors
 - MP09 – Vehicle Circulation Plan
 - MP10 – Pedestrian & Bicycle Circulation
 - MP11 – Master Landscape Plan
 - MP12 – Community Park Master Plan
 - MP13 – Parks, Open Spaces & Trails
 - MP14 – Site Sections
 - MP15 – Right of way Encroachments
 - MP16 – Viewshed Analysis

Staff Contact Name, Keith Jones, keith.jones@cityofvancouver.us, 360-487-7887

HQ Vancouver

Sustainability Action Plan



HURLEY
DEVELOPMENT



Newcomb & Boyd
CONSULTANTS AND ENGINEERS

Certification Strategy Menu



ENVISION™

THE Sustainable
SITES
Initiative®



Multiple rating systems have been investigated for this project. Utilizing a multi-faceted approach, elements from several rating systems will be incorporated into design standards to demonstrate Hurley's commitment to sustainability in a manner that best fits the needs of the development and community.

Certifications Pursued



SILVER



SILVER



THREE STARS

LEED v4



Opportunities

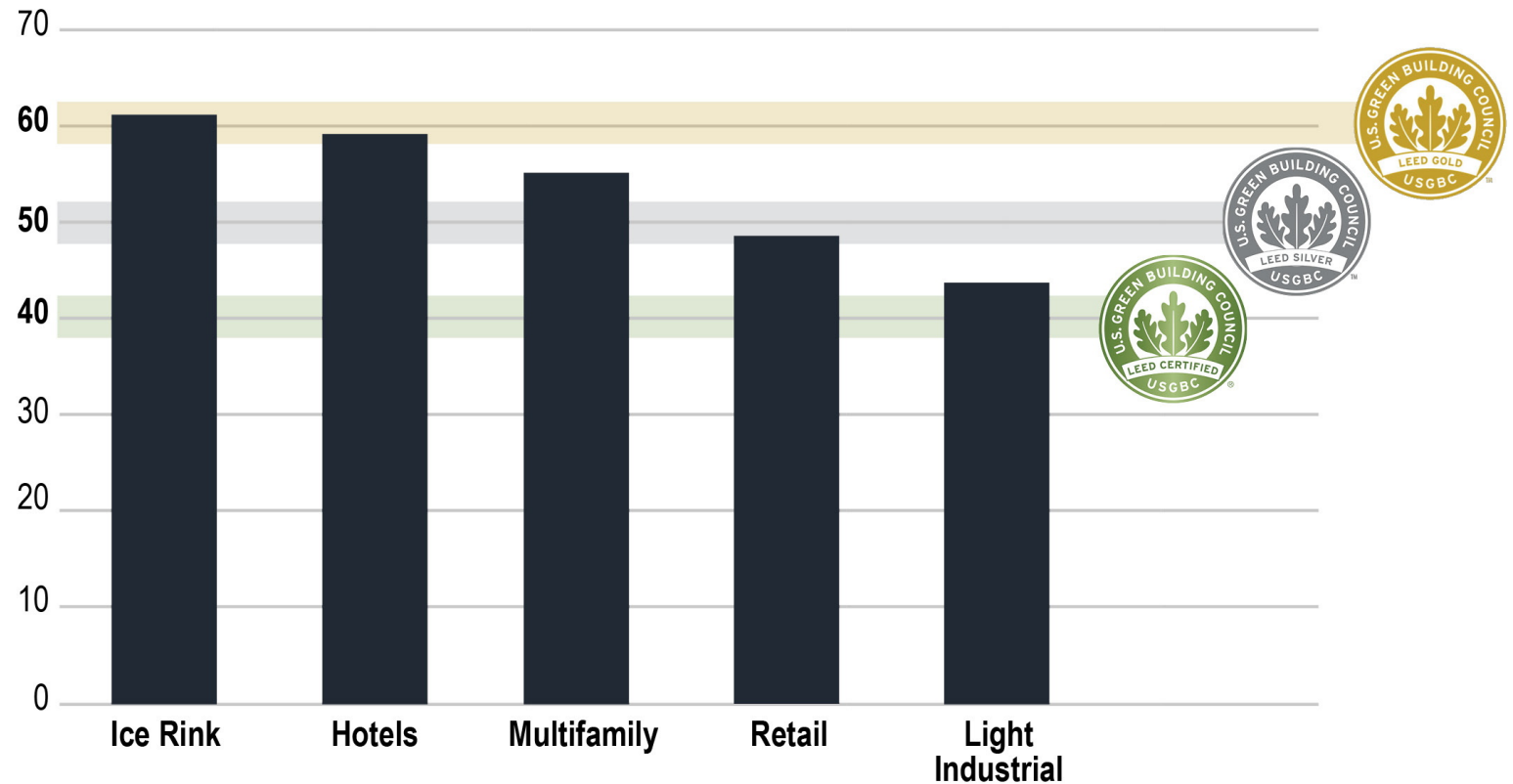
- Coordination with Vancouver around solar opportunities can earn additional points.



Roadblocks

- Location and Transportation
- Limited energy savings opportunities for core & shell

LEED Points by Project Type

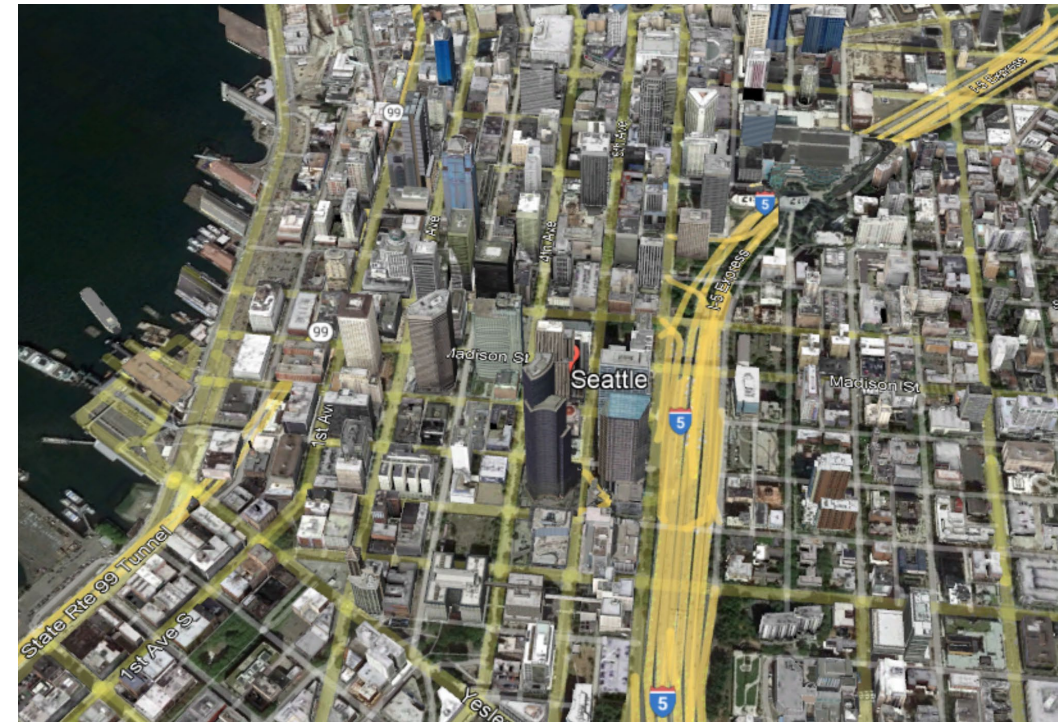


LEED: Location Matters

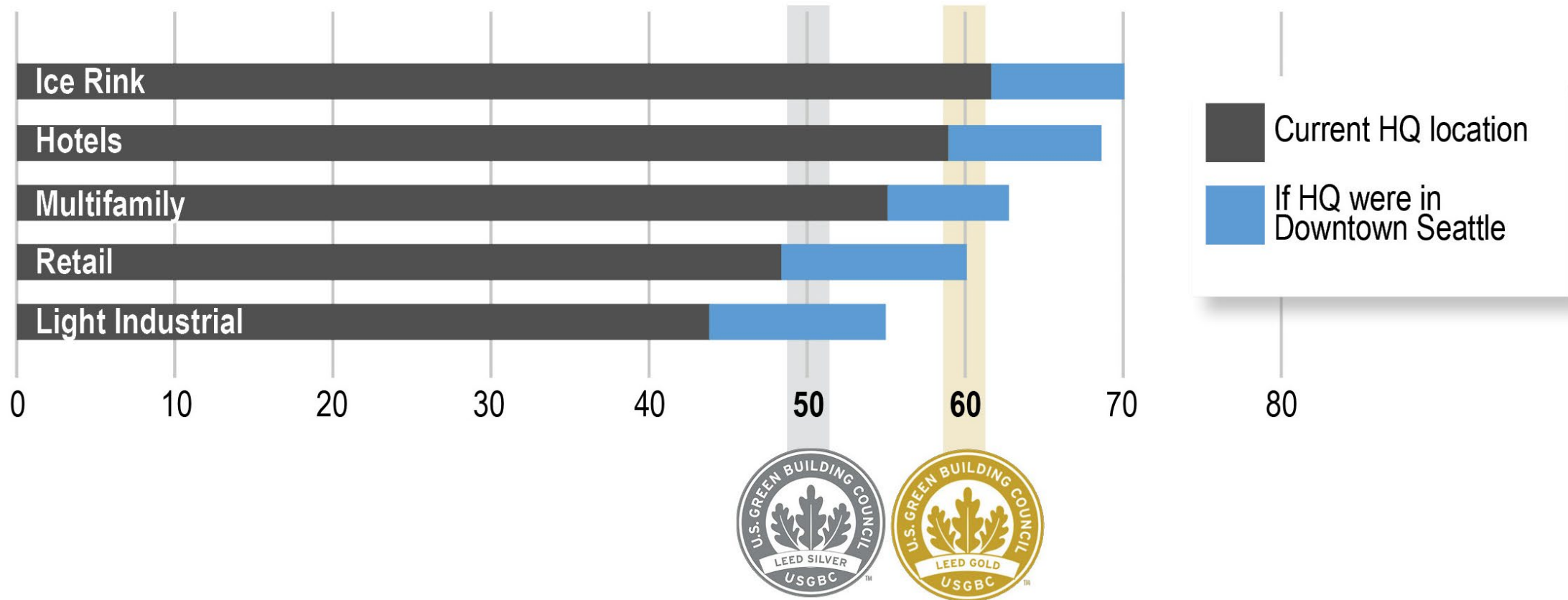
A multifamily building in Seattle will **automatically earn 8 points more** than the same multifamily building located at the HQ site. This can mean the difference between Silver and Gold.

Why?

- Public Transportation Access (5 points)
- Surrounding Density (3 points)



LEED: Location Matters



Envision v3



What is Envision?

Envision is a third-party certification that provides a framework for assessing sustainability, resiliency, and equity in civil infrastructure.

While the main focus of the LEED rating system is vertical infrastructure, **Envision's focus is the project site from conception to end-of-life.**

“Envision was designed to help infrastructure stakeholders implement more sustainable, resilient, and equitable projects.

Envision helps communities cut greenhouse gas (GHG) emissions, create good-paying ‘green’ jobs, address environmental justice, and meet climate-change targets.

Infrastructure owners and design teams, community and environmental groups, constructors, regulators, and policymakers can all benefit from using Envision.”

Envision v3



Institute for
Sustainable
Infrastructure

“The purpose of Envision is to foster the dramatic and necessary improvement in the sustainable performance and resiliency of physical infrastructure...”



Quality Of Life



Leadership



Resource Allocation

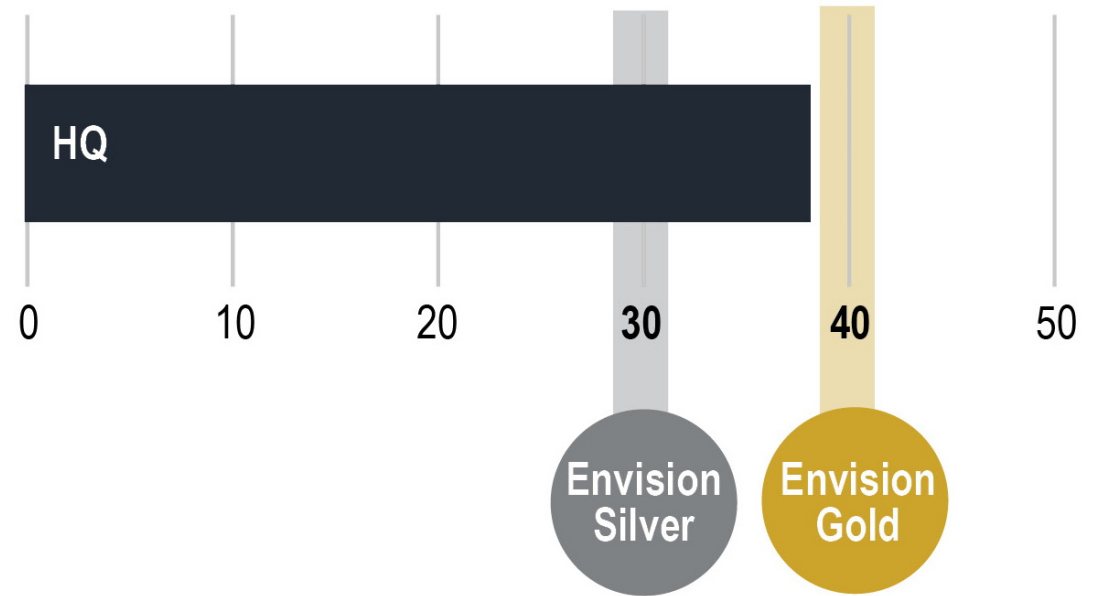


Natural World



Climate And Resilience

Envision Points



Site

	LEED	WELL	Fitwel	Green Globes	ENVISION
EV charging	X				X
Community Destinations	X	X	X		X
Walk/Bike Trails	X	X	X	X	X
Shared Cargo Bicycles and Bike Parking	X	X		X	X
Locate on Previously Developed Land	X		X	X	X
Open Space / Outdoor Amenities	X	X	X	X	X
Native/Adapted Vegetation	X				X
Wayfinding			X		X
Street Trees	X		X		X
Light Pollution Mitigation	X		X	X	X
Noise Mitigation			X		X
Irrigation Water Reduction	X			X	
Rainwater Management	X			X	X
Tree Preservation	X			X	X
Erosion and Sedimentation Control	X			X	X



Spire Smart Building Certification

Certification Levels: 1 star (low) to 5 stars (high)

Pursuing: ★ ★ ★

Sustainability
IT Infrastructure Connectivity
Health and Well-being

Power and Energy
Cybersecurity and Data Security
Life and Property Safety



Smart Building



Smart parking

- As a visitor, ability to easily navigate to my destination
- As a visitor, ability to find parking when I need it

KPI

Persona: Owner/Operator/Tenant/Visitor

- Increase Parking Space Utilization
- Decrease time to parking space
- Reduce number of incidents in parking area



Smart facilities

- As a facilities operator, I want an easy way to create work orders
- As a facilities operator, I want to efficiently receive notifications about issues

** This use case also applies to the tenant's experience: An efficient way to receive notifications about their residence*

KPI

Persona: Owner/Operator

1. Reduce response time to resolve issues
2. Decrease un-scheduled down-time by 'X%'
3. Improve fault/defect identification & resolution time
4. Improve productivity of the workforce

Smart Building



Smart Energy + Sustainability

- As a tenant, I want the ability to see how HQ is performing in terms of energy usage and to be informed about how I can contribute to the community effort in reducing energy usage
 - *Compare HQ's usage to others across the nation*
 - *To gain buy-in from all tenants, everyone needs to know the key KPIs*
- As an operator, I want the ability to manage all assets proactively, rather than rely on reactive maintenance of systems
 - *Receive notifications of system issues immediately, before damage is caused*

KPI

Persona: Owner/Operator

1. Reduce energy consumption
2. Reduce carbon footprint
3. Increase percentage of renewable energy
4. Reduce waste created in the facility (water, energy, solid)



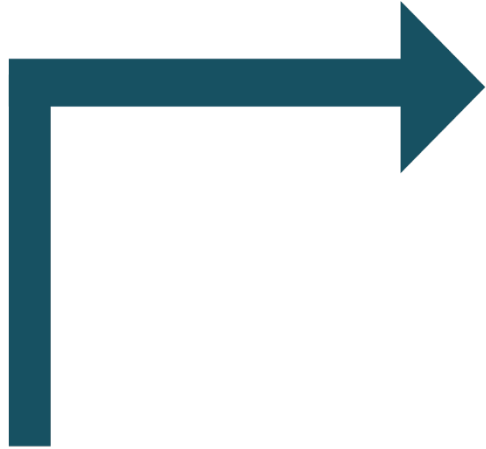
Digital Signage

- As a tenant, I want access to bi-directional signage (e.g., a kiosk) that provides details about points of interest in the community, how to navigate to points of interest, and community regulations
 - *Kiosks throughout the community to communicate with the virtual agent*
- As a tenant, I want digital signage that navigates me to convenient parking and informs me about available parking options

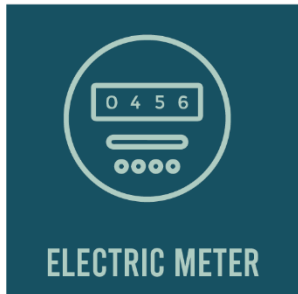
KPI

Persona: Tenant/Visitor

1. Increase brand awareness and Identity for commercial/retail/entertainment spaces
2. Faster navigation to points of interest (POI's)
3. Increase unification of digital signage journey
4. Decrease customer frustration due to modality switches



SMART BUILDING FRAMEWORK



ELECTRIC METER



DATA CENTER



LABORATORY



AUTOMATED
COMMISSIONING



MOBILE EXPERIENCE



BUILDING
AUTOMATION



DASHBOARD & KIOSKS



MEASUREMENT
VERIFICATION



PLUG LOAD



TEMP SENSOR



SINGLE BAS
WORKSTATION



FAULT DETECTION



ENTERPRISE
SCHEDULING



LIGHTING CONTROL

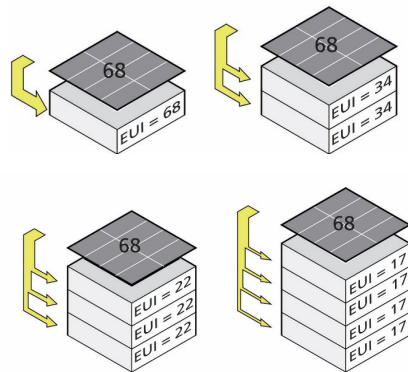


ALARMING



DEMAND RESPONSE

Establish an Energy Target!



The screenshot displays a comprehensive energy modeling software interface. At the top, a '3D Model Explorer' shows a hierarchical tree of the building model components. Below this, a large 3D architectural rendering of a modern building is visible. To the left, a bar chart shows monthly energy consumption data from December to March, with a 'Modeled' series highlighted in blue. The main central area is divided into several panels: 'Attributes' listing building parameters like 'Building Footprint' and 'Cooling Energy Demand'; a 'Stacked Bar Chart' showing energy demand breakdown by system (FANS, COOLING, HEATING, MISC EQ, LIGHTS) and baseline (CEBCS, Code, Radiant + GSHP); a 'Weather - Atlanta, GA' panel showing current conditions (68°F, 73°F/45°F) and impact on electricity demand; and a 'Weather Impact on Electricity Demand' line chart showing demand and temperature over a 24-hour period. The bottom section includes 'ELEC PRODUCTION & CONSUMPTION' with a 'Production (Solar)' bar chart showing 2,100.0 kWh and a 'Consumption (PV + Grid)' bar chart showing 900.0 kWh, and a 'TOTAL ENERGY COST' section showing a cost of \$240.00, which is 75.0% of the target and 4.1% from the previous period.

Smart Building Dashboard - 12-month Performance

SITE DETAILS



All Meters ▼

WEATHER - ATLANTA, GA



Clear

68 °F

73 °F / 45 °F

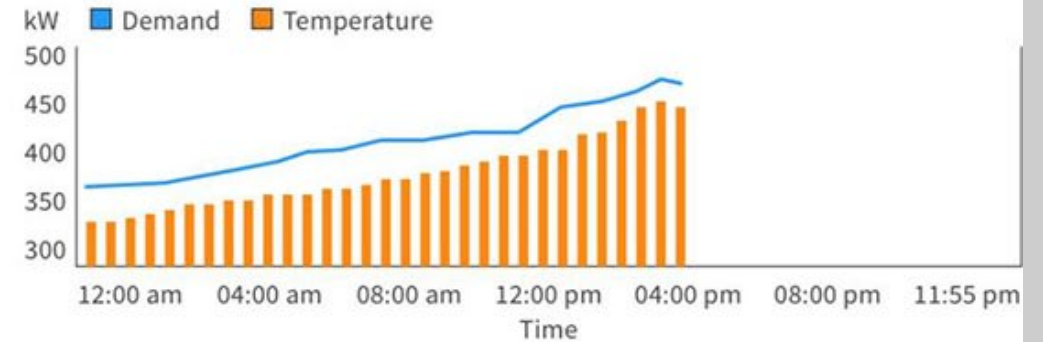
Humidity: 64 %

Precipitation: 0.0 in

Sunrise: 7:37 am

Sunset: 6:17 pm

WEATHER IMPACT ON ELECTRICITY DEMAND



ELEC PRODUCTION & CONSUMPTION

Production (Solar)

2,100.0 kWh

↑ 5.4 % from previous period

Consumption (PV + Grid)

900.0 kWh

↓ 3.2 % from previous period

ELECTRICITY PRODUCTION vs. CONSUMPTION - 2019

Production: 140,000.0 kWh Consumption: 80,000.0 kWh Net +/- Rating: + 2.1 %

Day

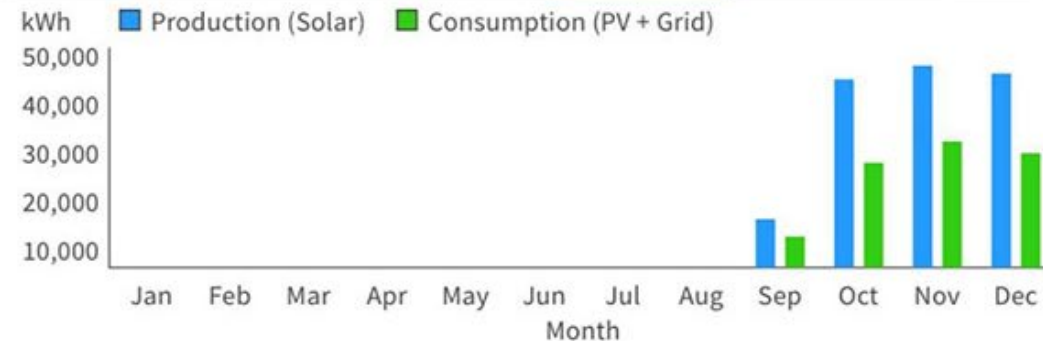
Week

Month

Year

Opening
To Date

2019 ▼



TOTAL ENERGY COST



COST

\$240.00

75.0 % to Target

↓ 4.1 % from previous period

Metering / Monitoring

	Multifamily units	Office	Light Industrial	Retail	Sports Arena	Campus
Solar photovoltaic energy generation	x	x	x	x	x	x
Total bldg/unit electricity consumption/demand	x	x	x	x	x	
Waste Management	x	x	x	x	x	x
Chilled water and Hot water BTUs		x	x	x	x	x
Hot water and chilled water pump energy usage		x	x		x	x
Interior lighting		x	x	x	x	
Exterior lighting		x	x		x	x
Weather monitoring						x
Receptacle / large process loads		x	x	x	x	
Elevator energy usage	x	x	x		x	
HVAC fan energy usage		x	x	x	x	

	Multifamily units	Office	Light Industrial	Retail	Sports Arena	Campus
HVAC power consumption		x	x	x	x	
Rainwater collection	x	x	x		x	x
Condensate collection		x	x		x	x
Greywater / Blackwater collection						x
Irrigation - potable water usage	x	x	x		x	x
Domestic potable water usage	x	x	x	x	x	
Total energy cost per square foot	x	x	x	x	x	x
Total water/sewer cost per square foot	x	x	x	x	x	
Ventilation air volumes	x	x	x	x	x	
IAQ data (CO2, VOCs, PM2.5)	x	x	x	x	x	x
Carbon Monoxide	x (If gas source provided)	x	x		x	x (Parking decks)

Water – Rainwater Reuse



Like the Seattle Kraken's Climate Pledge Arena, HQ will utilize rainwater to create ice in the arena.

Additionally, rainwater will be collected for toilet and urinal flushing in the Ice Rink building.

<https://fb.watch/bLrhaU5lfS/>

Water



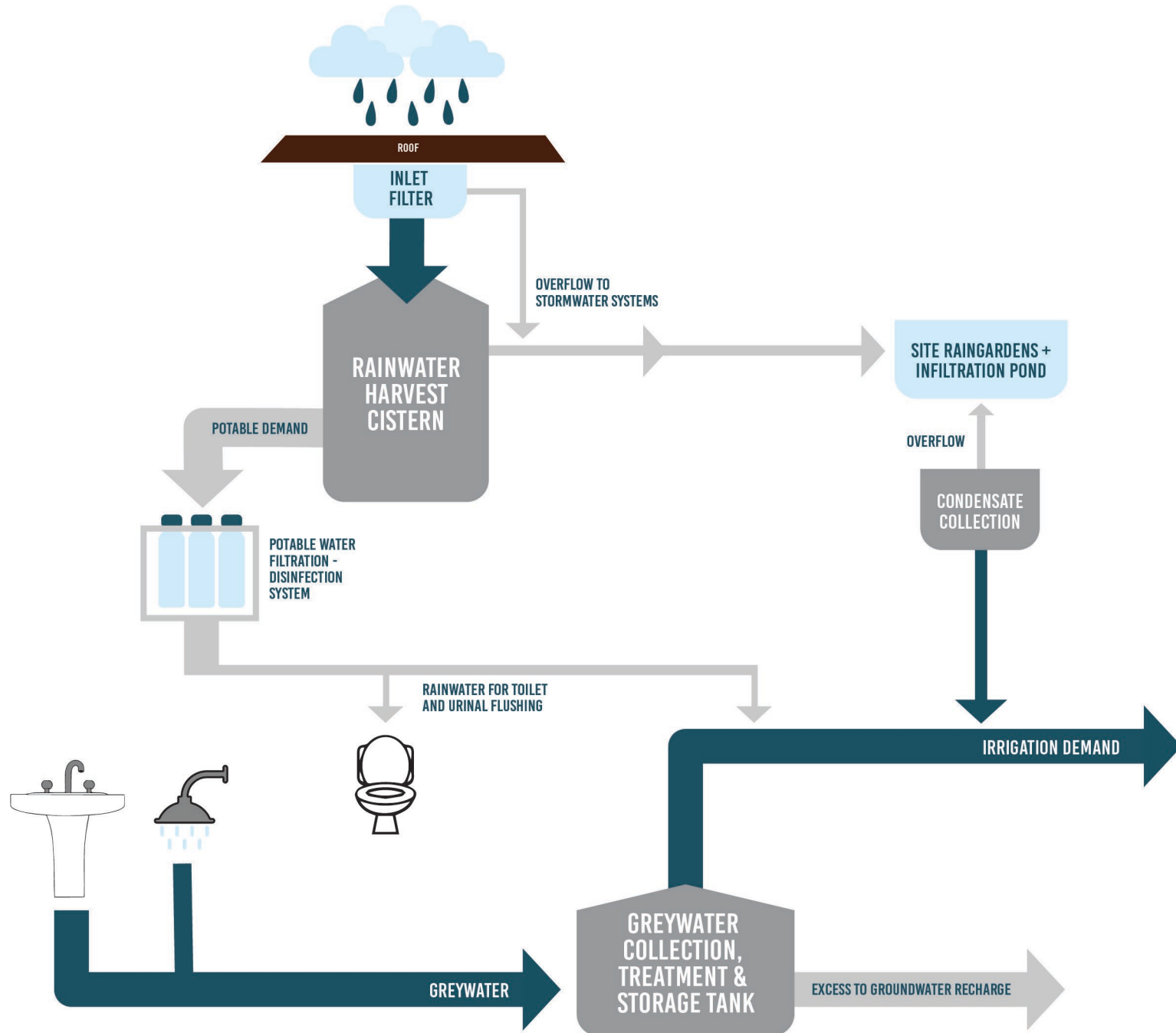
Opportunities

- Rainwater and condensate collection
 - Irrigation
 - Ice Rink
 - Toilet flushing



Roadblocks

- Only rainfall on building roofs can be captured and reused. Rainfall on site cannot be captured and reused. (RCW 90.03 and 90.46.130)
- Irrigation via collected/stored rainfall (from roof) is restricted (BMP T5.20)



Energy



Carbon Action Plan

- Reduce building energy demand

Energy Use Reduction

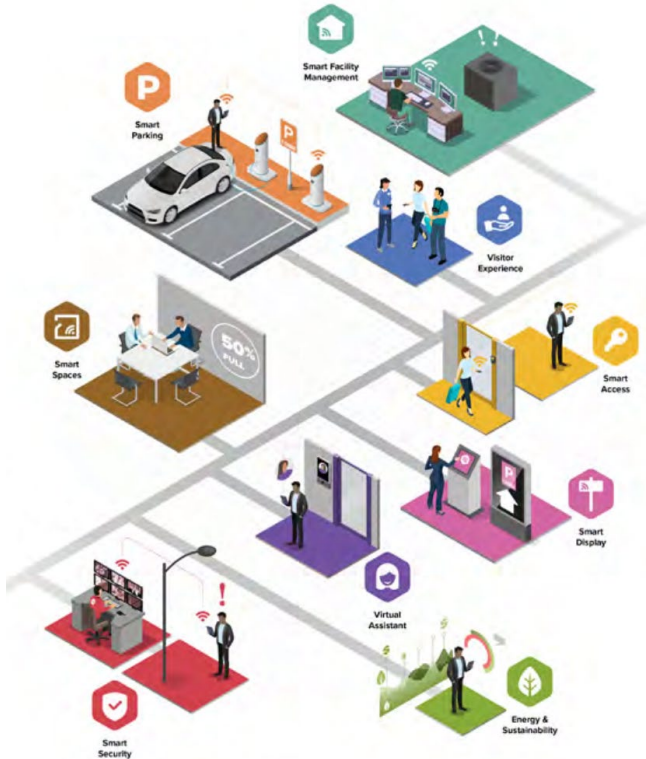
- A. Meet or exceed latest state energy code which leads the nation in building energy reduction
- B. Provide energy metering and transparency to occupants to drive operational energy reductions
- C. Set a goal to have building designs beat code baselines, and beat LEED baseline building energy cost by 20% for Multifamily, Hotels, and Ice Rink, and 10% for core & shell (retail, light industrial)

Energy



Carbon Action Plan

- Reduce building energy demand



Smart Building Infrastructure

- Incorporate controls to reduce energy consumption in unoccupied spaces, decrease lighting energy consumption by utilizing daylight harvesting sensor technology.
- Identify how HQ is performing as it relates to energy usage and provide owners and occupants with strategies to contribute to energy savings.
- Provide fault detection and diagnostics (FDD) to continuously identify the presence of faults and target opportunities for improved energy efficiency.

Solar



Carbon Action Plan

- Reduce building energy demand

Hurley Actions

- A. Provide all properties with solar ready infrastructure
- B. Provide solar to serve all retained (owned/operated) properties
- C. Advocate and try to partner with Clark PUD, Northwest Natural Gas, and City of Vancouver to use development as test case for community renewable energy

Electric Vehicle Destination

Partnerships

EV Gateway (LA
Metro & Microsoft)

Tesla

Encourage Carbon-neutral Lifestyle

- 300+ EV spaces at HQ plus 300 EV-ready spaces
- Reporting metrics will be shared with city and public:
 - EV visitors per month
 - # of residents with EV's
 - Carbon emissions reduction due to EV use at HQ
- Applications will drive interest of EV owners to visit HQ:
 - EV Gateway
 - Google Map points of interest
 - Gamification
- HQ supports fleet programs and taxi superchargers



Decarbonization



Carbon Action Plan

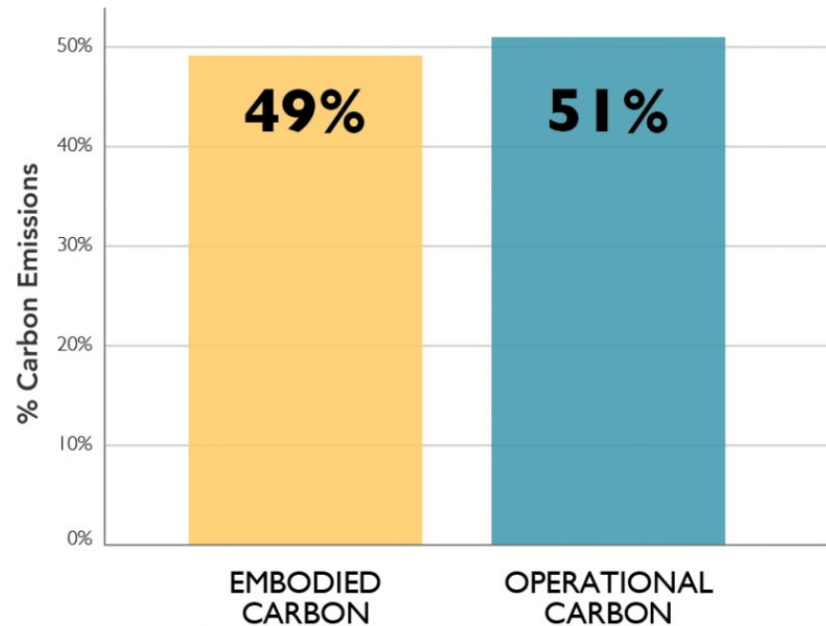
- Analyze low-carbon power sources available for building heating/cooling and cooking

Hurley Actions

- A. Team with utilities to understand and advance their decarbonization efforts and timelines
- B. Work toward decarbonization through efficiency, on-site renewables, and low-carbon power sources
- C. Provide site and building solutions tailored to use and needs of different building types

Embodied Carbon

Total Carbon Emissions of Global New Construction
from 2020-2050
Business as Usual Projection



© 2018 2030, Inc. / Architecture 2030. All Rights Reserved. Data Sources: UN Environment Global Status Report 2017; EIA International Energy Outlook 2017

Embodied carbon will be responsible for *almost half* of total new construction emissions between now and 2050

Embodied carbon is the sum of greenhouse gas emissions released for a product or system during the following life-cycle stages: raw material extraction, transportation, manufacturing, construction, maintenance, renovation, and end-of-life.

Embodied Carbon

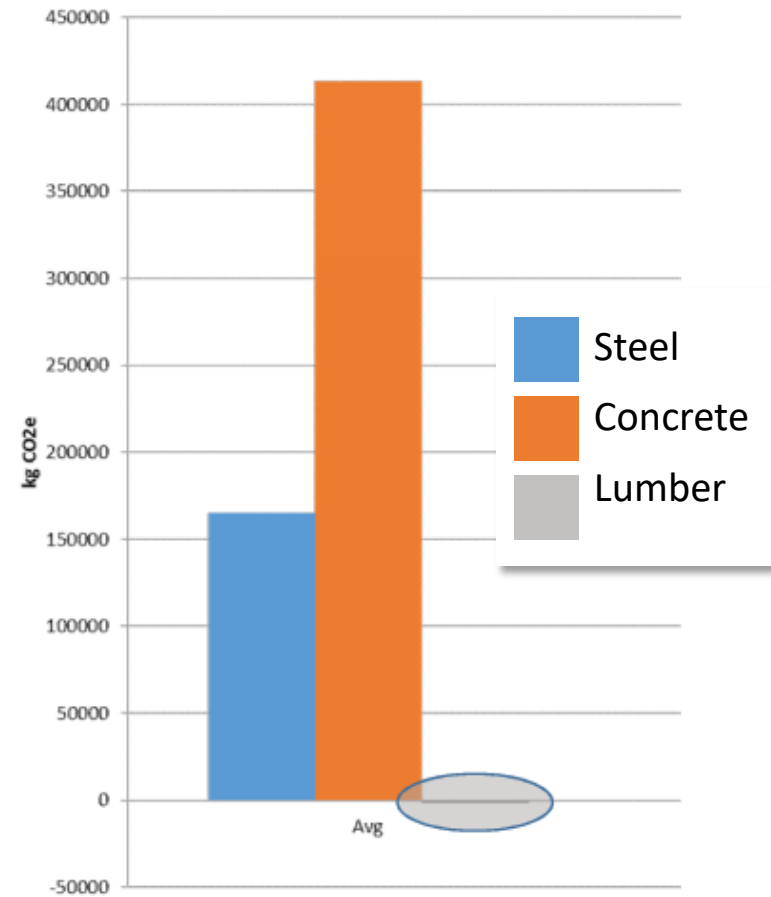


Opportunities

- Structural materials
- Recycled materials
- Material reuse

STRUCTURAL SYSTEMS AVERAGE CO2

(42,000 SF BUILDING IN ATLANTA)



SOURCE: Lawrence Berkeley National Lab B-PATH Tool

Indoor Air Quality

Indoor Air Quality (IAQ) Monitors in:

- All Multifamily units and Hotel Rooms.
- IAQ monitors in ice rink, retail, and light industrial according to RESET Core & Shell guidance.

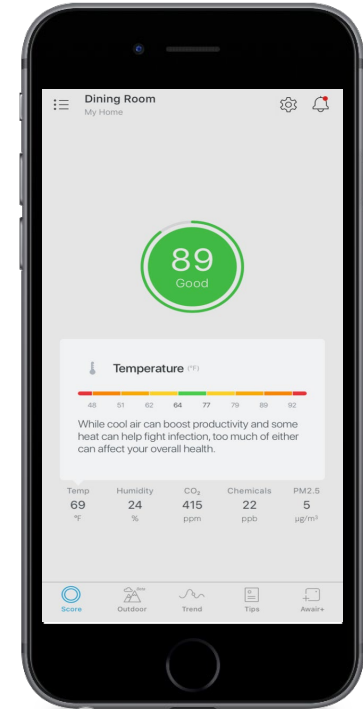
Residents and visitors will be able to see their IAQ in their space in real time.

Smart Technology can tie in IAQ sensors to building management alerts and HVAC functionality to optimize IAQ in occupant spaces.



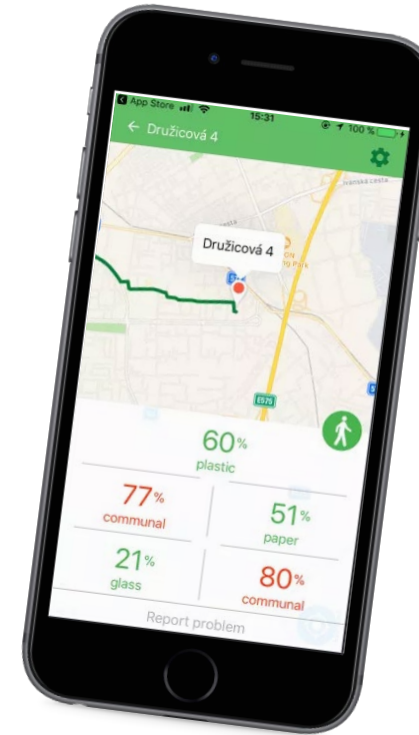
Occupant Comfort

Smart Thermostats and Lighting Controls



Waste

Smart Waste sensors, Dashboard and Metrics



BIN FILL LEVEL

Now

43%

COSTS PER ROUTE

Total costs

1,887,690

Average costs per route

3,575



COSTS PER TONNE



Min - Avg - Max

1. LEED Scorecard
2. ENVISION Scorecard
3. HQ Contributions to Vancouver Climate Action Plan



Links to Educational Resources



1. Climate Pledge Arena – Water Reuse for Ice Rink
 - a. <https://fb.watch/bLrhaU5lfS/>
2. Embodied Carbon
 - a. <https://se2050.org/resources-overview/embodied-carbon/>
3. Renewable Natural Gas
 - a. What is Renewable Natural Gas?
 - i. https://afdc.energy.gov/fuels/natural_gas_renewable.html
 - b. NW Natural initiatives
 - i. <https://www.nwnatural.com/about-us/the-company/newsroom/2022-renewable-energy-survey>
 - c. Clean Energy Transformation Act – Requires Washington’s electric utilities to eliminate carbon emissions from energy resources by 2045.
 - i. <https://www.utc.wa.gov/regulated-industries/utilities/energy/conservation-and-renewable-energy-overview/clean-energy-transformation-act>
 - d. Climate Commitment Act – Sets a cap on greenhouse gas emissions in Washington, pushing fuel suppliers and power plants to reduce emissions and use cleaner energy.
 - i. <https://ecology.wa.gov/Air-Climate/Climate-change/Reducing-greenhouse-gases/Climate-Commitment-Act>
4. Water Reuse
 1. Rainwater harvesting in Clark County (RMP T5.20): <https://clark.wa.gov/sites/default/files/dept/files/environmental-services/Stormwater/Code/ccsm2015-book-2.pdf>
 2. Rainwater collection in Washington: <https://ecology.wa.gov/Water-Shorelines/Water-supply/Water-recovery-solutions/Rainwater-collection>
 3. Rainwater collection clarification for RCW 90.03: <https://apps.wa.gov/docs/WaterRights/wrwebpdf/pol1017.pdf>
 4. RCW 90.03 Water Code: <https://app.leg.wa.gov/rcw/default.aspx?cite=90.03>
 5. RCW 90.46 Reclaimed Water Use: <https://app.leg.wa.gov/rcw/default.aspx?cite=90.46&full=true>
5. Gamification of waste collection
 - a. https://www.researchgate.net/publication/326310245_Use_of_Gamification_Techniques_to_Encourage_Garbage_Recycling_A_Smart_City_Approach_13th_International_Conference_KMO_2018_Zilina_Slovakia_August_6-10_2018_Proceedings

HQ Vancouver

Sustainability Action Plan



HURLEY
DEVELOPMENT



Newcomb & Boyd
CONSULTANTS AND ENGINEERS

DATE: March 21, 2022

TO: Mayor and City Council

CC: Eric Holmes, City Manager

FROM: Keith Jones, Senior Planner

RE: **HQ Master Plan at Fishers Quarry – April 4, 2022 Council Workshop**
PRJ-165963/LUP-81596

Purpose

Brief Council on applicant's proposed HQ Master Plan prior to the first ordinance reading.



Background

In 2009, the city adopted the Riverview Gateway Subarea Plan that established goals and policies, and an overall vision for redevelopment of two former rock quarries at the intersection of SR-14 and SE 192nd Avenue. The subject site is the 99-acre Fisher's Quarry that is located west of 192nd Avenue.¹ The applicant has named the development the HQ Master Plan.

¹ The WSDOT quarry is the second quarry area identified in the subarea plan and is located generally east of 192nd Avenue. In 2016, the city approved the Columbia Palisades master plan for the WSDOT quarry. Columbia Palisades is currently being built out and is not part of this proposal.

Following the completion of the Subarea Plan, the Riverview Gateway Plan district regulations were adopted into the development code (VMC 20.680). The Riverview Gateway Plan District requires that the applicant submit for and obtain approval of a master plan prior to the area being developed. Under the City's development code, the master plan is a Type IV process requiring a hearing before the Planning Commission who makes a recommendation to City Council for final action.

Proposal

The applicant requests approval of a master plan to develop the 99-acre Fishers Quarry Site and subdivide into 41 lots. Development includes approximately 331,934 square feet of office/light industrial, 350,765 square feet of non-office commercial (includes 120-room hotel), 1,950 multi-family dwelling units and 12 single-family residential lots.

Key Points

- Per VMC Table 20.210.020-1, master plans in the Riverview Gateway Plan District require a Type IV process and recommendation by the Planning Commission to the City Council for final approval.
- At a February 22, 2022 hearing, the Planning Commission reviewed the staff recommendation and recommends the City Council approve the project as recommended by staff with the following considerations:
 1. *Within the Design Guidelines, Green Building commitments be strengthened.*
 2. *Development of a mutual letter of intent between the Applicant and C-Tran to serve the site as a key site within the transit network.*
 3. *The Design Guidelines name specific transit and multimodal design incentives, including bifurcation of rent and parking costs.*
 4. *Staff and the applicant team work together to strengthen Condition 10 to include safety as a top priority within development of the trail, prior to taking an updated recommendation to Council.*
- Following the February 22, 2022 Planning Commission hearing, staff worked with the applicant to address Planning Commission comments and the applicant provided an updated memo dated March 16, 2022.
- As the final decision maker, the City Council may approve the application as recommended by the Planning Commission, amend the Planning Commission recommendation including adding or modifying the recommended conditions of approval, or deny the application.
- The decision by City Council is appealable to Superior Court.

Recommendation

Staff recommends approval with the conditions contained in the staff report recommendation to the Planning Commission with the following amendments as directed by Planning Commission:

1) Green Building Commitments

Staff recommends that the design guidelines be amended as stated in the applicant's attached memorandum dated March 16, 2022, summarized as follows:

All vertical development shall meet at a minimum:

- a. LEED silver or better
- b. Earth Advantage Built Green Commercial silver standard or Multifamily silver standard or better
- c. Green Globes Two Globes or better
- d. Other equivalent

Note: formal certification is not required, however applicant must submit documentation to the City Planning Official that demonstrates the project meets the requisite standards for such certification.

2) C-Tran Coordination

Following the Planning Commission hearing, the applicant obtained a letter from C-TRAN dated March 16, 2022. The letter confirmed that C-TRAN does not currently provide fixed route transit service to the site. However, C-TRAN is supportive of the level of development and subsequent demand that will be generated. As more development is materialized, C-TRAN indicates they will review opportunities to expand service to the area.

Staff does not propose any changes to the staff recommendation to the Planning Commission.

3) Transit and Multimodal Design Incentives

As stated above, C-TRAN does not currently serve the site but is supportive of the level of development and will look for opportunities to serve the development as it builds out in the future. One way to encourage transit use is to decouple rent cost from parking costs. In other words, someone who decides to not own a vehicle would not have to pay for parking thereby providing incentive to not own a car and to use transit.

Staff recommends that the design standards be modified to add a parking management provision that requires decoupling of rent. Staff recommends the following statement be added to the design guidelines:

The development shall comply with the January 2022 Parking Management Plan prepared by RBT Consultants including decoupled rent from parking usage for all multifamily residential development. This includes Phases B-1, C, D, E, and F of the Parking Management Plan. The decoupled rent is intended to increase efficiency of parking usage and reduce the cost of rent for those who do not own vehicles.

Note: The Planning Commission requested that the applicant look at the Heights Mixed Use (HX) Plan District for guidance on additional transit incentives. Unlike this proposed development, the HX district is currently served by transit and provides alternative minimum parking reductions based on implementation of certain incentives. At this time, development in the Riverview Gateway Plan District must provide the minimum parking reductions as stated in VMC 20.945 of the development code and cannot use the HX standards for parking reduction. The development code could however be amended in the future to allow for such parking reductions and applied to future development of the master plan. The applicant does indicate that they intend to provide shared cargo bikes, an incentive listed in the HX zone.

4) Public Trail Connection to the North

Condition 10 of the staff report recommendation requires that the applicant provide a public trail connection at the north end of the project. This connection would extend from SE 41st Drive through the proposed single-family subdivision down the slope to the base of the quarry and connect into the trail system that is proposed within the master plan. The Planning Commission was supportive of this connection

but expressed concern with the safety and feasibility of the trail connection given the steep slope and rock faces in this area.

The applicant's geotechnical engineer has reviewed the proposal and based on a preliminary rockfall analysis, a 20 to 30-foot wide catchment area with a berm of a least 5 feet high must be installed at the base of the highwalls to contain released rock. The potential rock fall in this area presents a safety concern with the trail extension.

City transportation and planning staff met with the applicant on March 10, 2022 to discuss the trail connection. Staff finds that a trail connection in this location is very important as there are few north/south connections in area, however, given the safety concerns raised it does not look like a connection in the location requested is feasible due to safety. Staff discussed alternative trail connections in the north area of the master plan with the applicant. Some alternative locations for trail connections were discussed but additional analysis will need to be done.

Therefore, staff recommends amending the decision to allow flexibility on where the trail can be located and if determined to be unfeasible due to safety then the trail connection will not be required. The applicant has agreed to work with staff on additional options that can provide a safe connection.

5) Public Trail Connections to the South

A tunnel exists under SR-14 that connects the quarry to a haul road that connects to Evergreen Hwy. WSDOT indicates that the tunnel can be used as a non-vehicular connection and the city intends to use the tunnel and haul road as a ped/bike connection as envisioned by the subarea plan. However, it is unlikely the city will develop this connection in the near future.

Staff recommends an additional condition of approval be added to the existing staff recommendation requiring the applicant to dedicate a public pedestrian and bicycle easement over the existing haul road to allow a trail connection to be completed in the future.

Next Steps

- May 9, 2022, first ordinance reading
- May 16, 2022, second ordinance reading

Staff Contact

Keith Jones- Senior Planner

360-487-7887

keith.jones@cityofvancouver.us

Attachment(s):

- Memorandum Otak dated March 16, 2022
- Planning Commission 2/22/2022 Minutes
- Staff Report and Recommendation to the Planning Commission
- Applicant Parking Analysis dated 1-7-2022

HQ Master Plan

Fishers Quarry at Riverview Gateway Subarea

VANCOUVER
CITY HALL



April 4, 2022

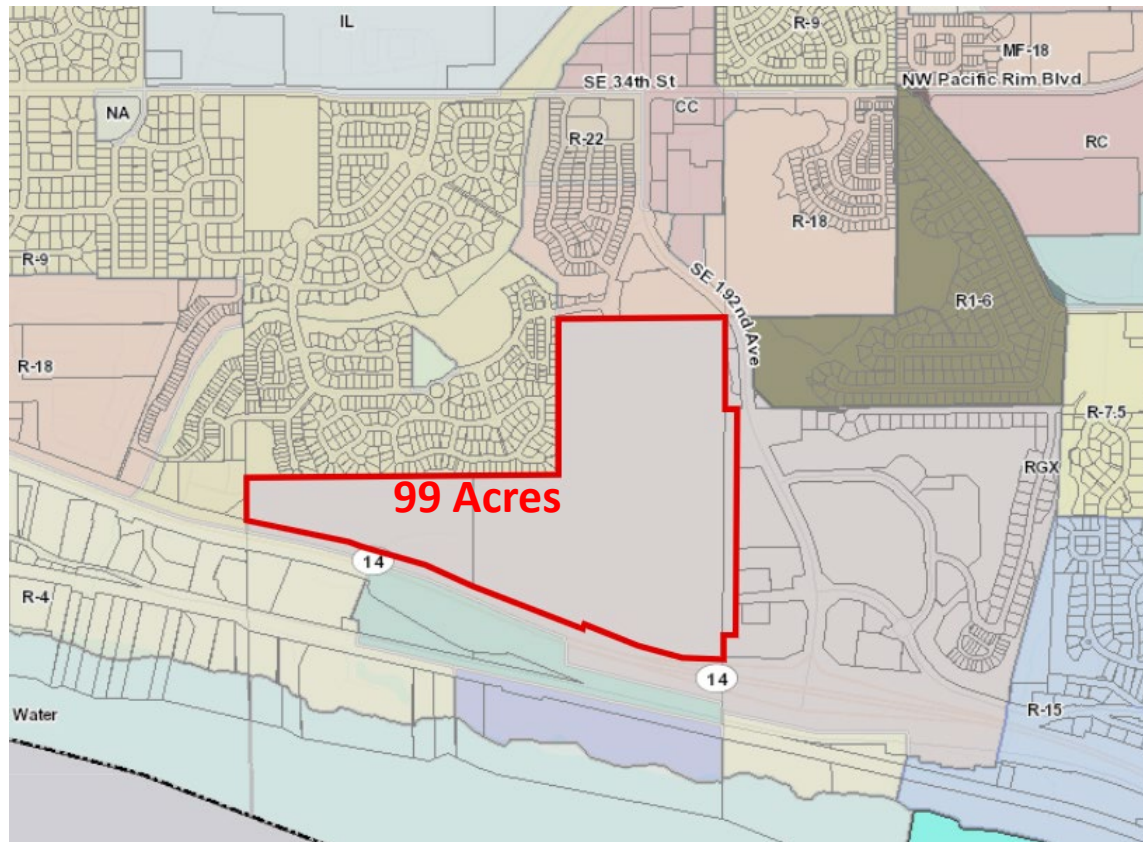
Vancouver City Council Workshop

Keith Jones, Senior Planner

Presentation Purpose

- Provide Overview of Riverview Gateway Subarea Plan and Plan District Requirements
- Provide Overview of HQ Master Plan Proposal
- Provide Overview of Approval Process
- Applicant presentation
- Questions, discussion and feedback

Site Location



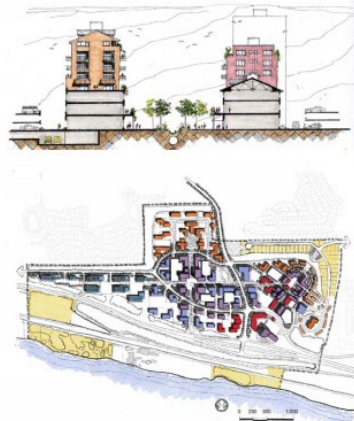
Riverview Gateway Subarea Plan



Riverview Gateway Subarea Plan

CITY OF VANCOUVER

Riverview Gateway Subarea Plan



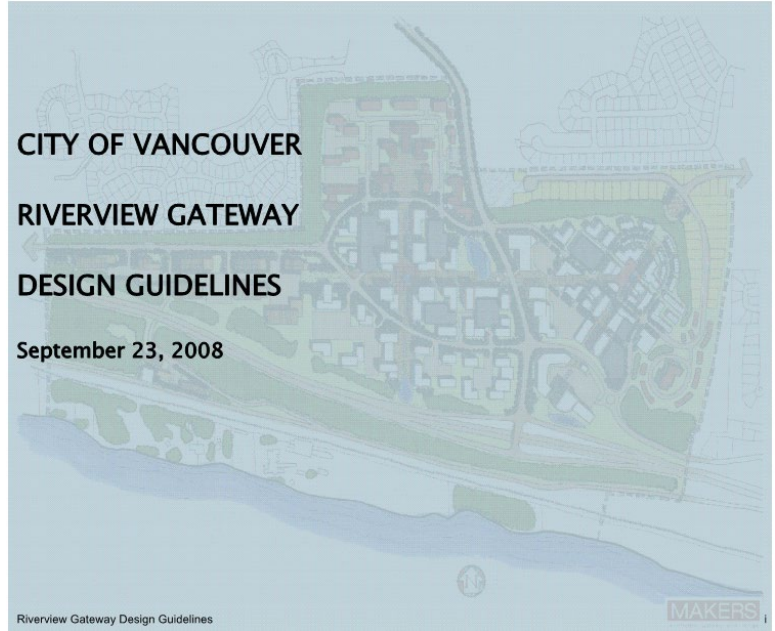
February 2, 2009



CITY OF VANCOUVER RIVERVIEW GATEWAY DESIGN GUIDELINES

September 23, 2008

Riverview Gateway Design Guidelines



Riverview Gateway Subarea Plan

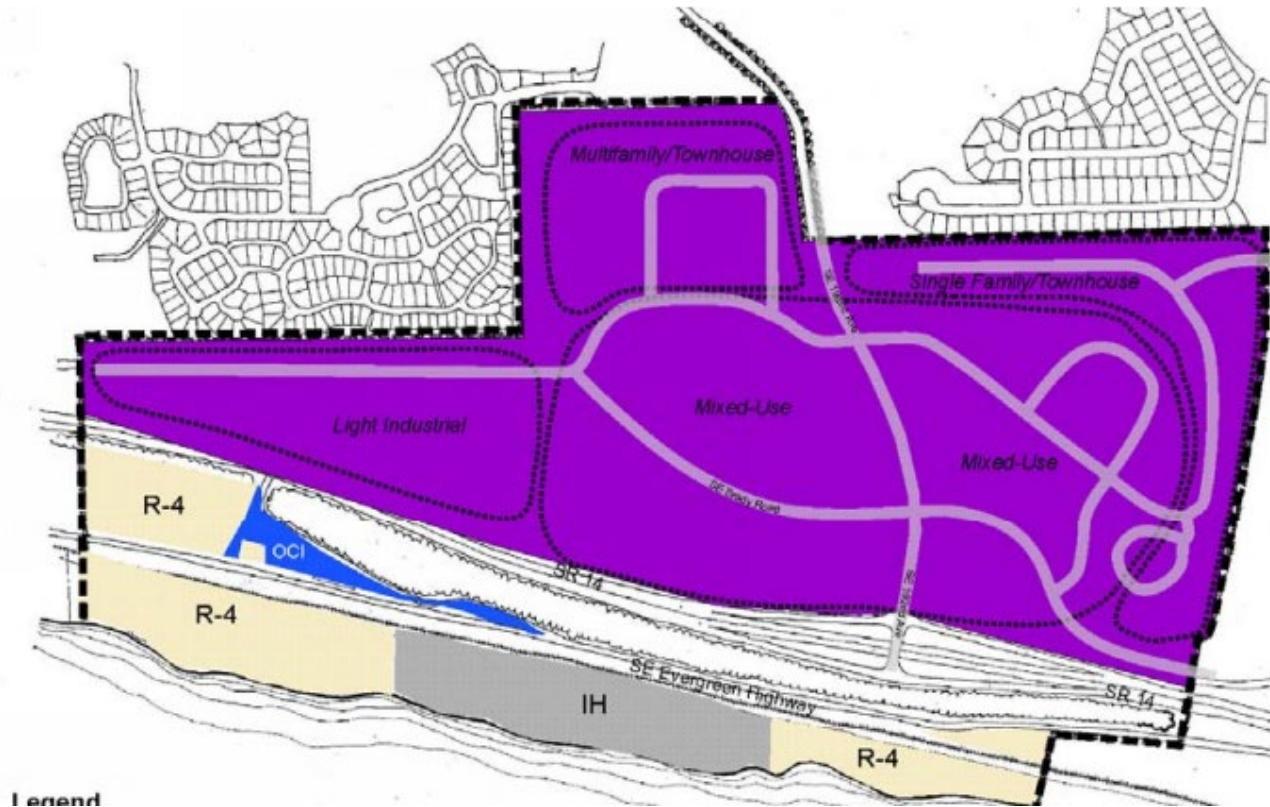
Plan Concepts

- A dynamic mix of urban uses
- Build on river views and quarry topography as a unique site amenity
- Connected network of attractive parks, open spaces, and trails
- Efficient multi-modal circulation system
- Encourage Low Impact Development Techniques (LID)
- Protect the Columbia River Shoreline

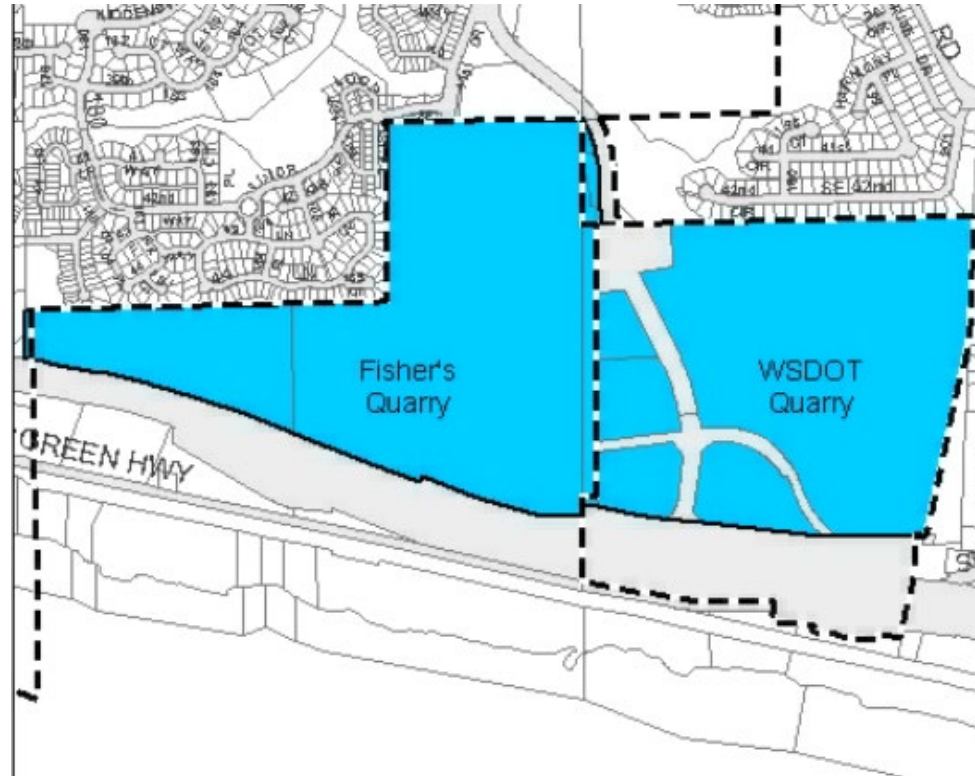
Riverview Gateway Subarea Plan



Riverview Gateway Subarea Plan



Riverview Gateway Plan District (VMC 20.680)



Riverview Gateway Plan District (VMC 20.680)

Land Use Allocation

- a. **Multi-family residential uses - maximum of 40%**
- b. **Non-office Commercial uses - maximum of 35%**
- c. **Office and/or light industrial - minimum of 30%.**
- d. **Parks and usable open space corridors - minimum of 7%**

Riverview Gateway Plan District (VMC 20.680)

Building Requirements

1. *Vertical Mixing.* 10% of all buildings in the Fisher Quarry shall contain a mix of two or more use types.
2. *Floor Area Ratios.* All buildings minimum Floor Area Ratios (FAR) of 0.5 FAR.

Maximum building height of 75 feet.

Riverview Gateway Plan District (VMC 20.680)

Master Plan

1. Master Plan Approval Required (Type IV process)
2. Master Plan Review Criteria
 - Consistent with subarea plan
 - Achieves master plan objectives

HQ Master Plan- Development Overview

Overview of proposed development:

- 99-acre site (65 acres developable)
- 331,934 Square Feet of Office/Light Industrial
- 350,765 Square Feet of Non-Office Commercial (includes 120-room Hotel)
- 1,950 Multifamily Dwelling Units
- 12-Lot Single-Family Residential Subdivision
- 6.5 Acre Park

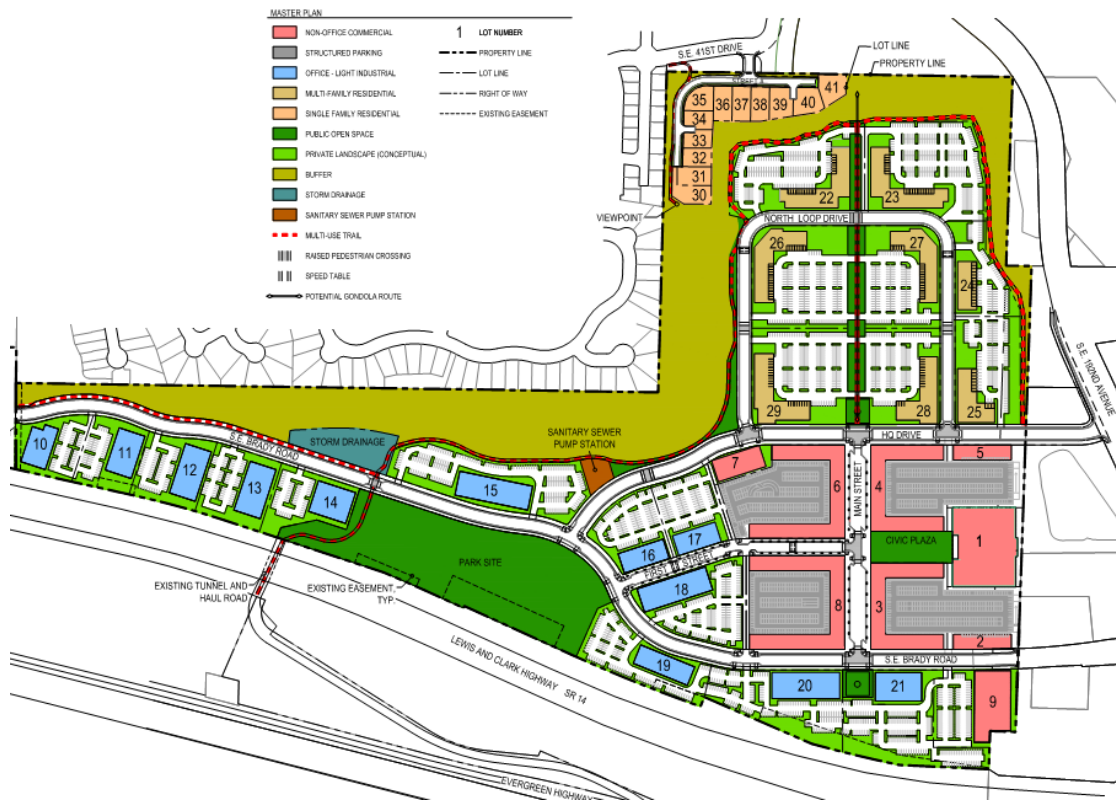
HQ Master Plan

- **Parks and Usable Open Space (Subarea Plan)**
- 7% of Developable Land Area
 - *Includes:* parks and usable open space
 - *Excludes:* Planned public roads, buffers or regional drainage facilities
- Meets the standards of the Vancouver Comprehensive Parks, Recreation and Natural Areas Plan
- Subarea plan shows 6.3 acres of Parks and Open Space
- Subarea plan shows:
 - 2-3 acre park (north end)
 - 10,000 square foot plaza (central mixed-use area).

HQ Master Plan

MASTER PLAN

- NON-OFFICE COMMERCIAL
- STRUCTURED PARKING
- OFFICE - LIGHT INDUSTRIAL
- MULTI-FAMILY RESIDENTIAL
- SINGLE FAMILY RESIDENTIAL
- PUBLIC OPEN SPACE
- PRIVATE LANDSCAPE (CONCEPTUAL)
- BUFFER
- STORM DRAINAGE
- SANITARY SEWER PUMP STATION
- MULTI-USE TRAIL
- RAISED PEDESTRIAN CROSSING
- SPEED TABLE
- POTENTIAL GONDOLA ROUTE



HQ Master Plan

Parks and Usable Open Space:

- 7% Required
- Proposed 7.98 acres, or 12.14%
- Includes 6.5-acre public park



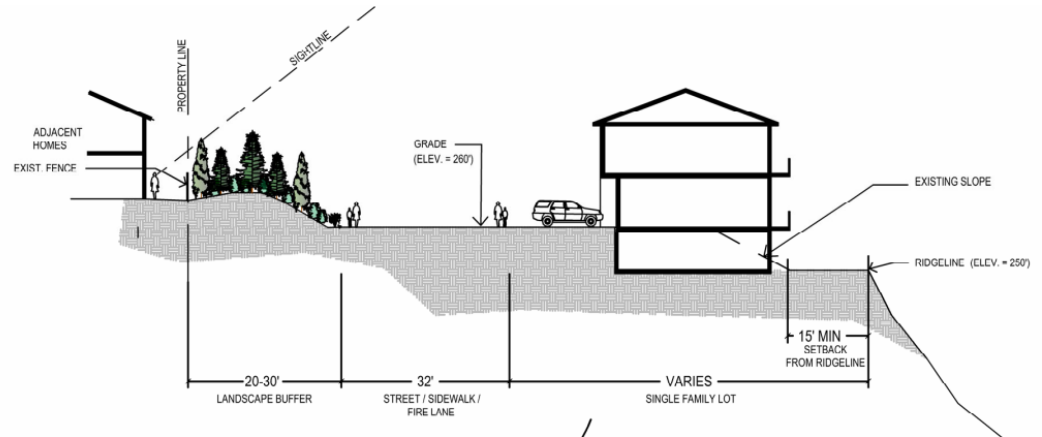
HQ Master Plan



R-6 DEVELOPMENT STANDARDS

MINIMUM LOT SIZE	7,500 S.F.*
MINIMUM LOT WIDTH	50'
MINIMUM LOT DEPTH	90'
MAXIMUM BUILDING HEIGHT	35'

* LOT SIZE AVERAGING IS ALLOWED UNDER CERTAIN CIRCUMSTANCES



Planning Commission Recommendation

1. Within the Design Guidelines, Green Building commitments be strengthened.
2. Development of a mutual letter of intent between the Applicant and C-Tran to serve the site as a key site within the transit network.
3. The Design Guidelines name specific transit and multimodal design incentives, including bifurcation of rent and parking costs.
4. Staff and the applicant team work together to strengthen Condition 10 to include safety as a top priority within development of the trail, prior to taking an updated recommendation to Council.

Next Steps

Next Steps

- City Council Ordinance First Reading – May 9, 2022
- City Council Ordinance Hearing – May 16, 2022

Questions and Discussion

- Keith Jones, Senior Planner
- Keith.Jones@cityofvancouver.us (360) 487-7887

Staff Report Exhibits

[01 - Application Form](#)

[02 - Applicant Narrative](#)

[03 - Parks LOI](#)

[04 - Letter Evergreen Schools](#)

[05 - email from C-Tran](#)

[06 - e-mail Steven Haywood](#)

[07 - SR Sewer Exhibit](#)

[08 - Letter from Dept of Ecology 2-7-22](#)

[09 - SWCAA Letter](#)

[10 - e-mail WDFW](#)

[11 - Public Comments Before Comment Period](#)

[12 - Land Use Dev Summary](#)

[13 - HQ Design Guidelines](#)

[14 - Master Plan Maps](#)

Comprehensive Plan – Project Initiation

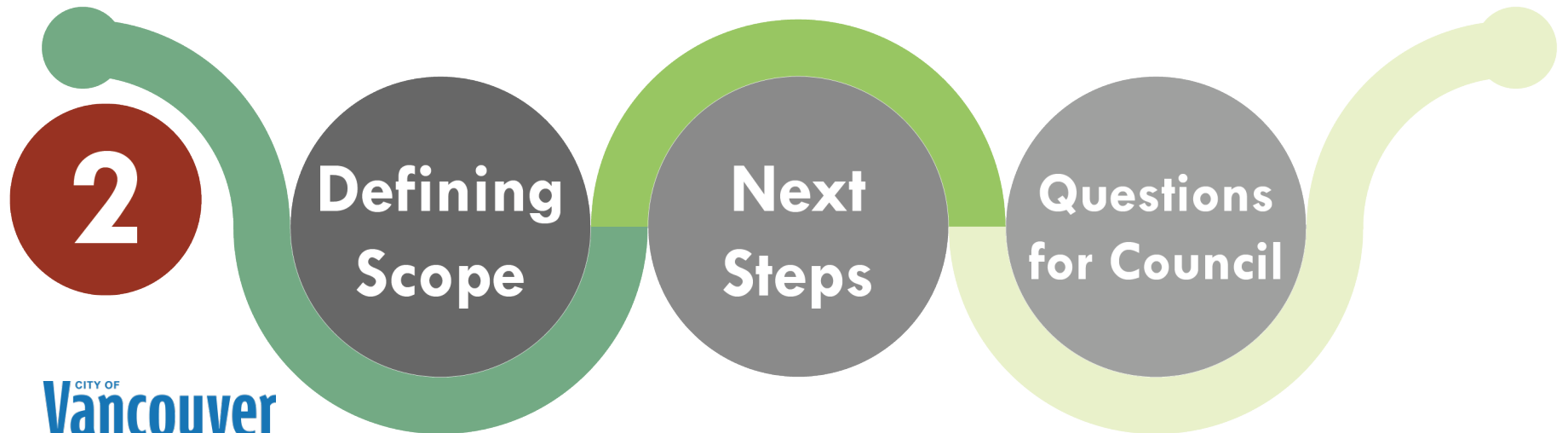
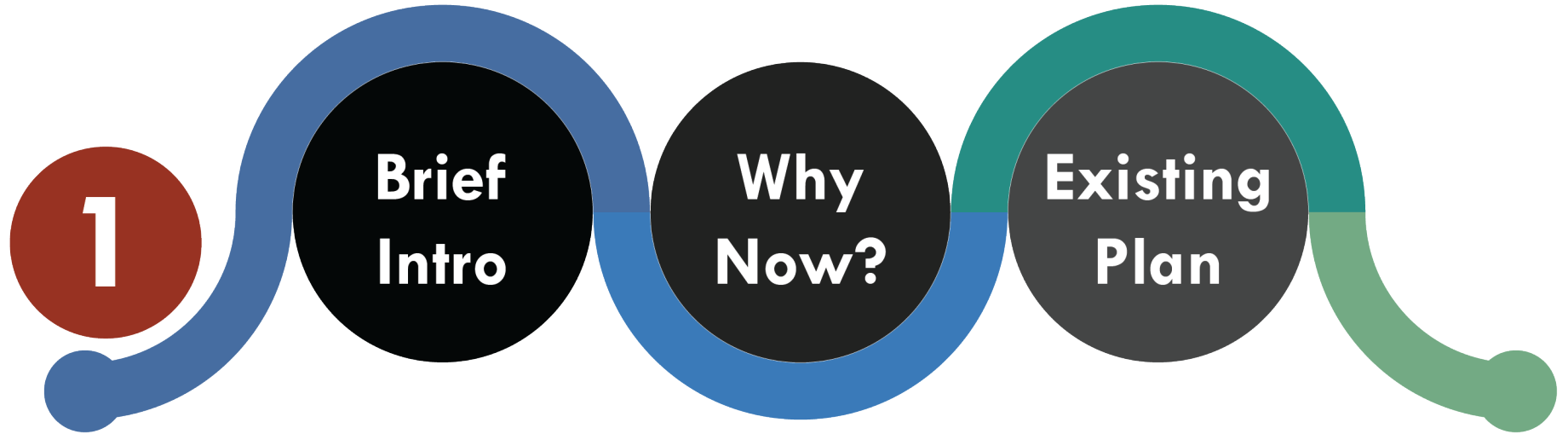
VANCOUVER
CITY HALL

April 4, 2022

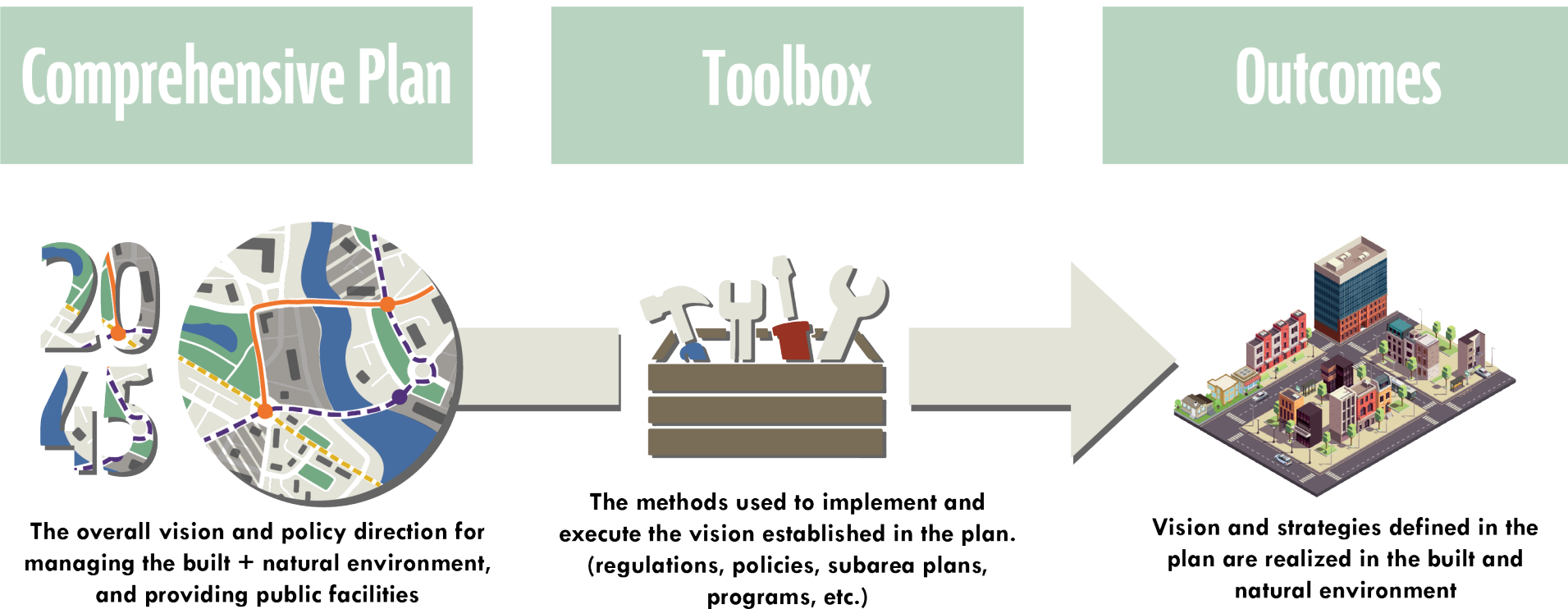
CITY OF
Vancouver
WASHINGTON

Rebecca Kennedy, Deputy Director
Domenic Martinelli, Senior Long Range Planner
Community Development Department

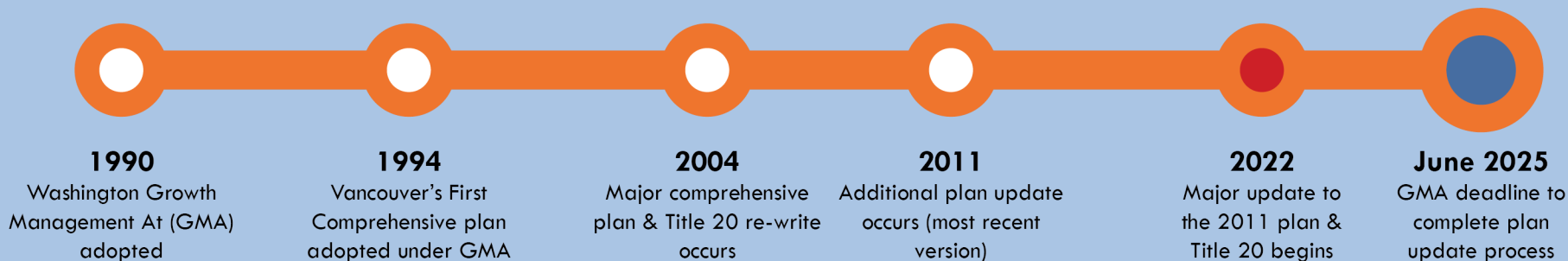
Overview



The Planning Process



How We Got Here



Why Update the Comprehensive Plan Now?

**Changing
development
demographic, and
socio-economic trends**

**Newly emerging
technologies,
changing behaviors,
and shifting attitudes**

**Impacts on land use
and growth patterns**

**GMA requirement to
adopt Comp Plan +
Title 20 code updates
by June 2025**

**Concise, accessible,
and implementable
plan that supports
community values**

**Dynamic regulatory
environment in WA:
responding to recent
legislative sessions**

What are key factors and trends?

**Land Use +
Development**

Housing

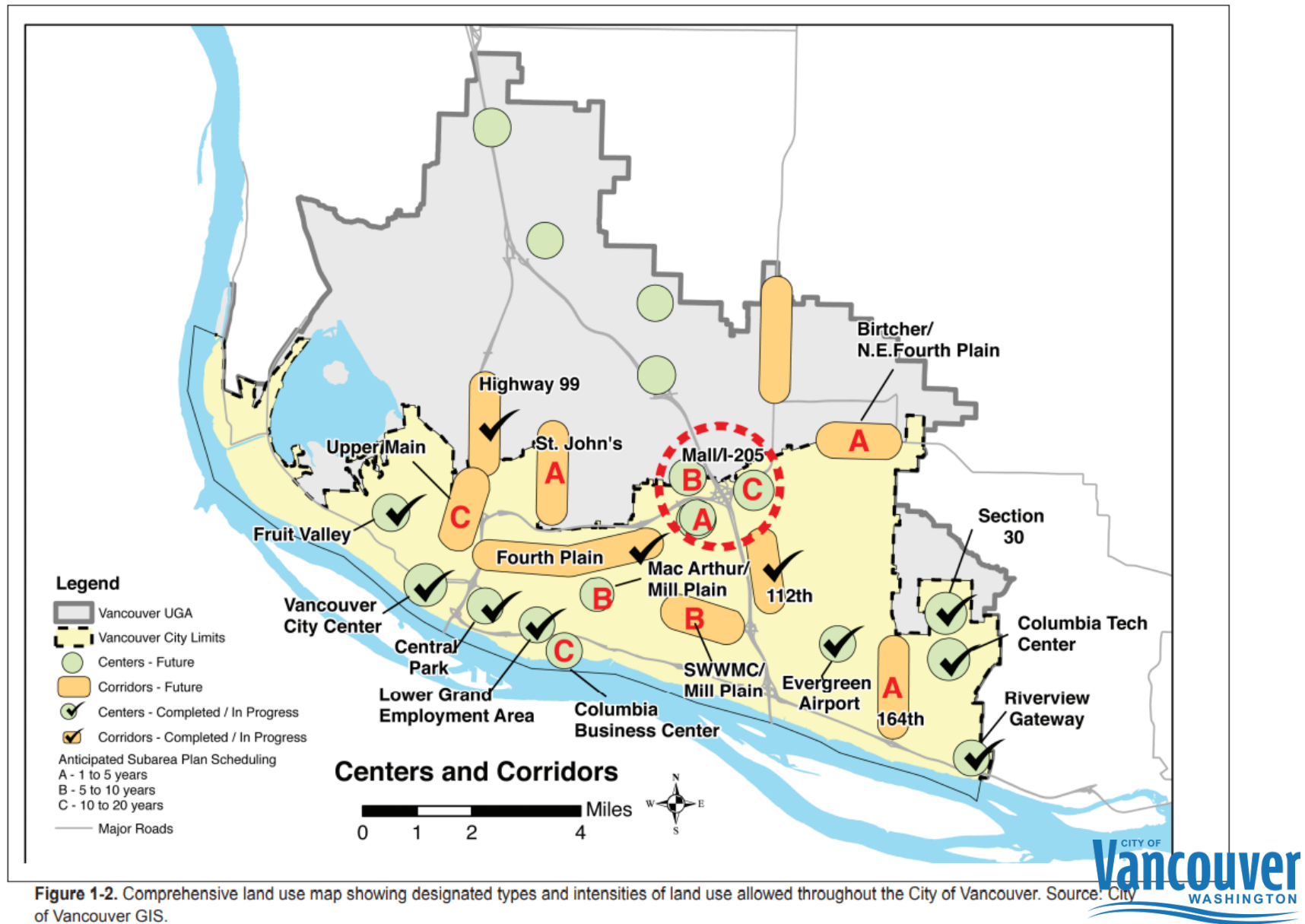
Equity

**Climate +
Environment**

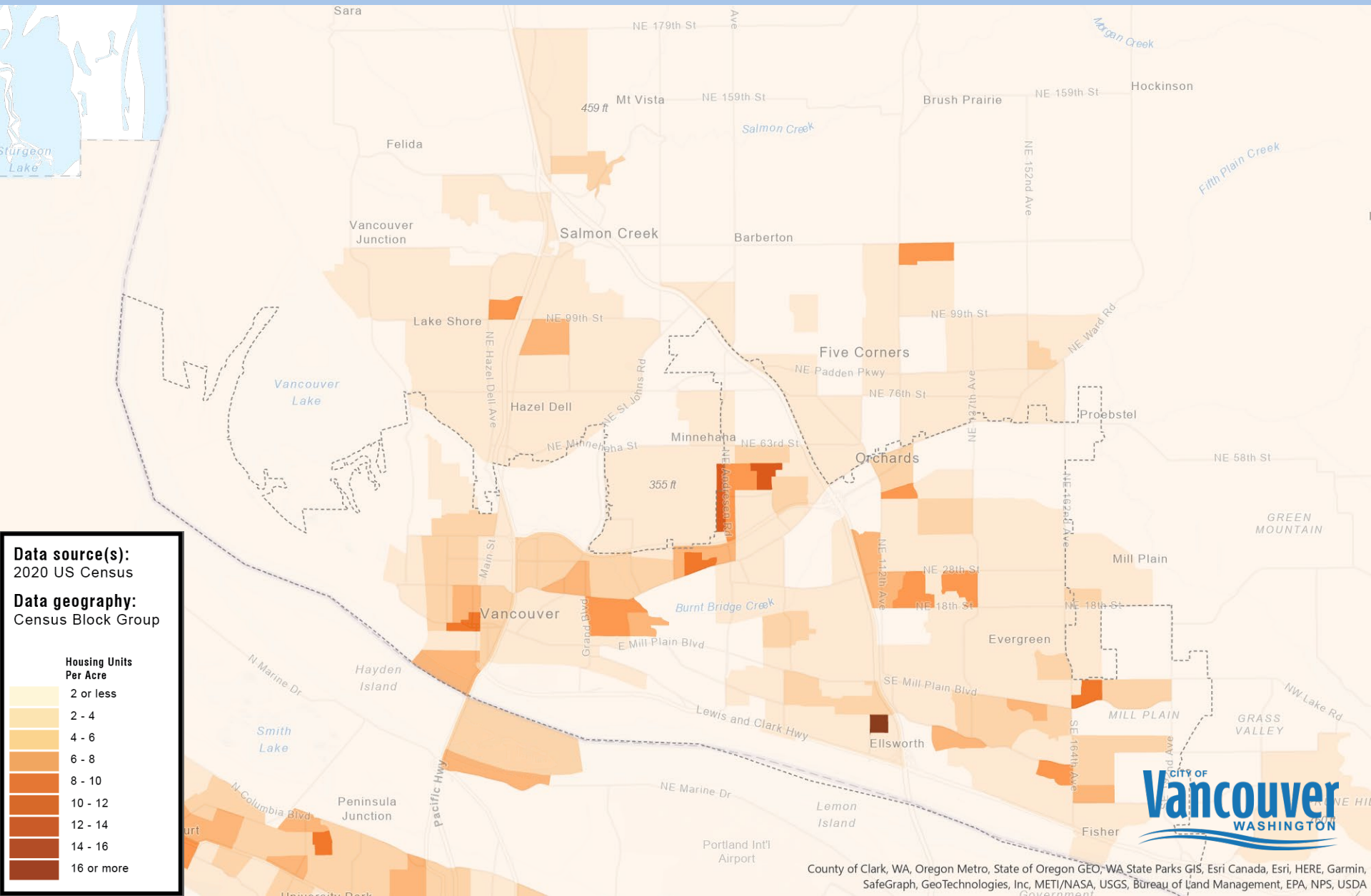
Land Use + Development

- 13.9% City population growth rate from 2010-2020, Clark County major growth area in the Portland-Vancouver- Hillsboro MSA.
- Growing diversity in the community- BIPOC communities in Clark County grew by 76% between 2010-2020, from 78,000 to 137,000 community members
- Primary growth nodes in downtown Vancouver and East Vancouver / unincorporated VUGA
- Need for re-evaluation of plan's land use growth framework to more place specific approach, that accounts for recent growth trends and adds density in more areas.

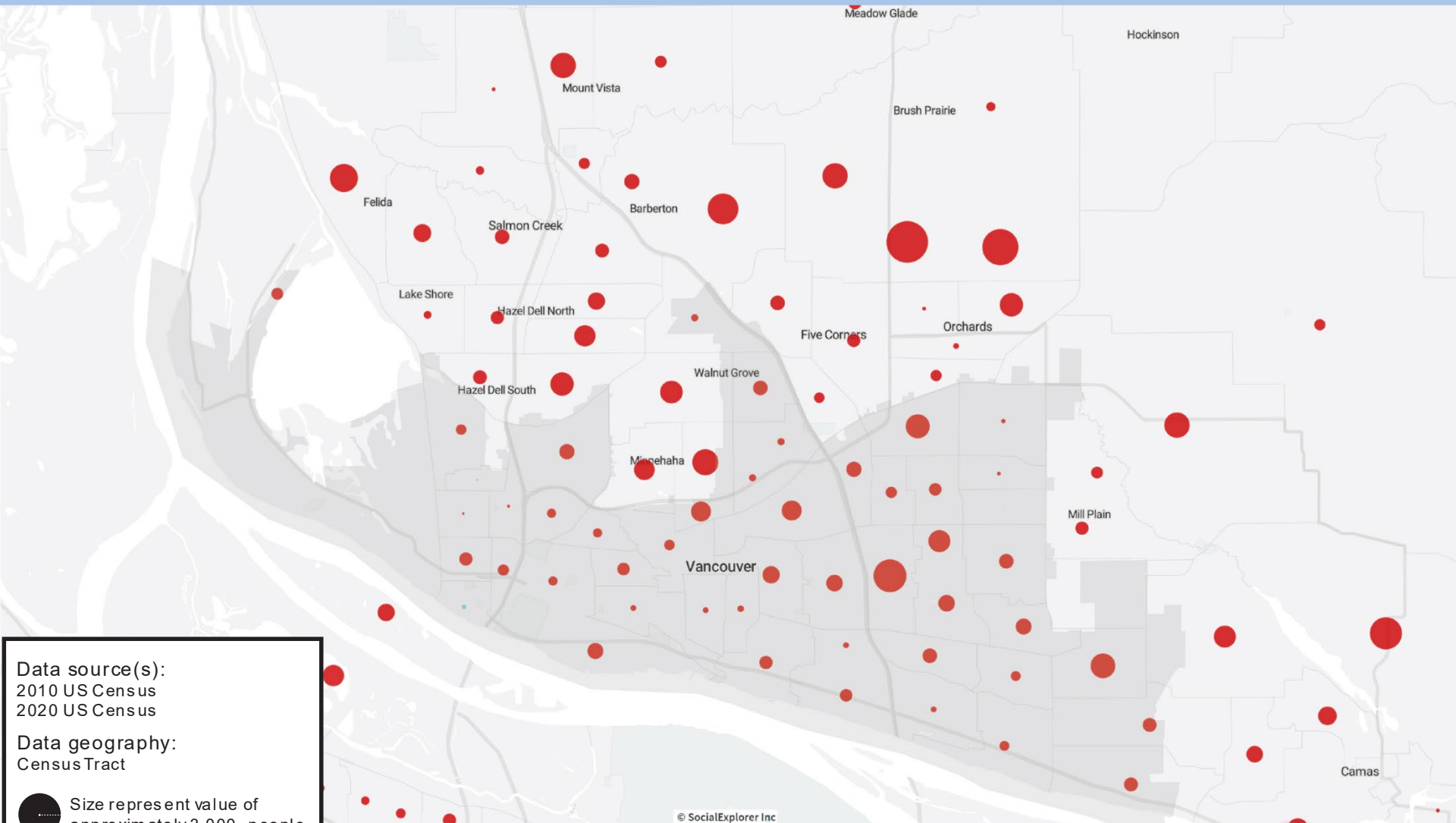
2011 Plan Land Use Vision



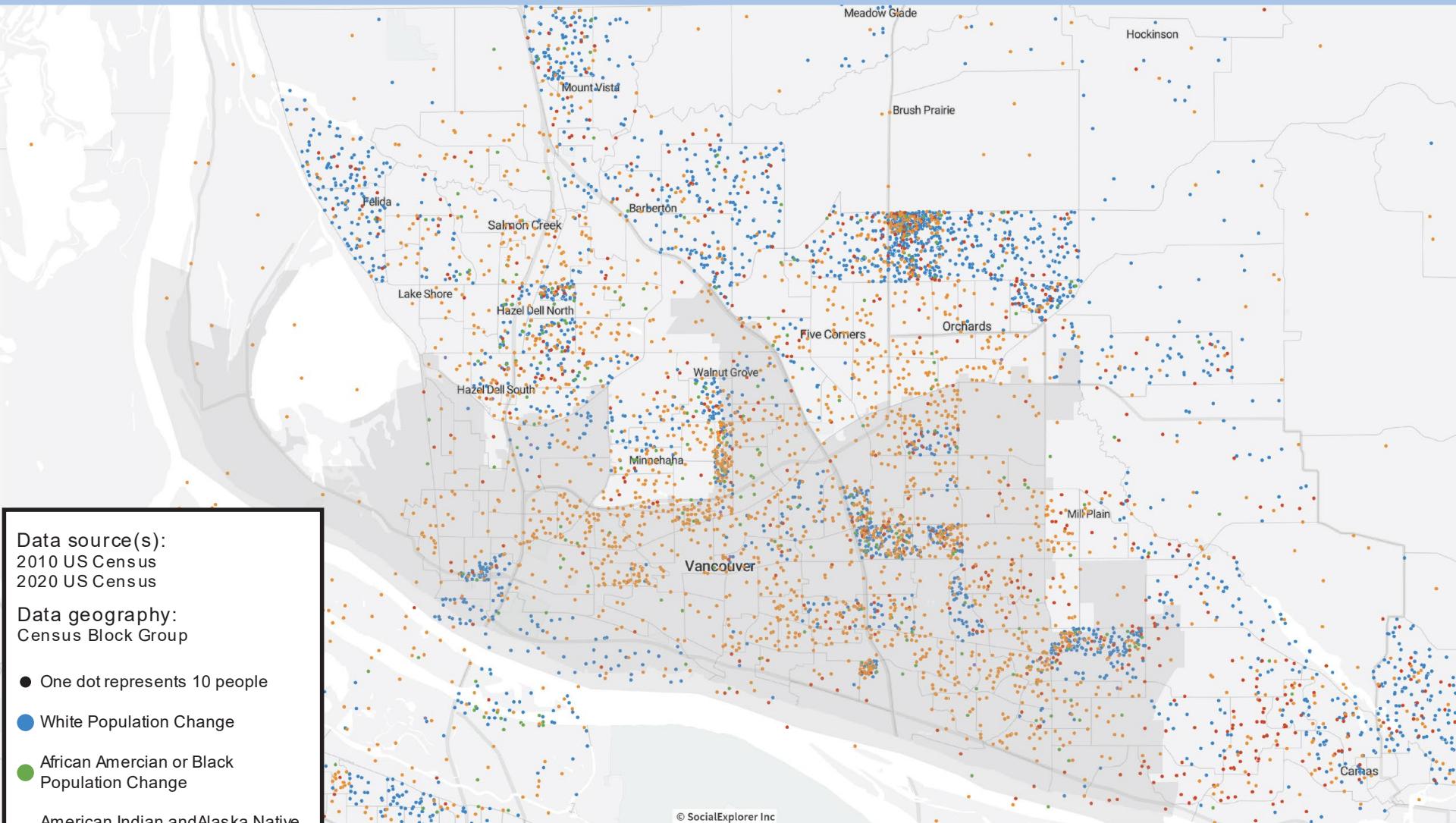
Housing Units Per Acre, 2020



Total Population Growth, 2010-2020



Population Growth By Race, 2010-2020



Data source(s):
2010 US Census
2020 US Census

Data geography:
Census Block Group

- One dot represents 10 people
- White Population Change
- African American or Black Population Change
- American Indian and Alaska Native Population Change
- Asian Population Change
- Hispanic Population Change

Housing

- For sale and rental costs continue to outpace relative wage gains - has significant impacts for low to moderate income households, displacement risk is increasing
- Need to evaluate gaps in housing – new production not meeting overall demand
- Need to differentiate between deeply affordable, affordable, attainable and market housing types, define these clearly, and develop strategies for each
- Amendments to the GMA will require work to “*plan and accommodate for housing affordable to all income levels*”
- Decreasing homeownership rate: more residents susceptible to displacement and less benefitting from economic opportunities of homeownership

Equity

- Develop framework and build off existing work to ensure equitable outcomes occur in the built environment
- Execute an inclusive process that considers and elevates the needs of BIPOC, low income, and historically excluded, underrepresented and marginalized communities in decision making processes
- Need to ensure all groups share the benefits and burdens of growth and change equitably

Climate + Environment

- Deliver land use outcomes that further the *mitigation of*, and *adaptation to* a changing climate
- Ensure no population group is disproportionately impacted by the localized impacts of climate change, and converting extractive processes to regenerative processes in an equitable manner
- Integrate with Transportation System Plan to achieve integrated land use/transportation responses to climate change
- Understand how development within the Vancouver Urban Growth Area (VUGA) impacts our ability to meet climate goals
- How do we intentionally shape residential growth and housing growth to support our climate goals? Where should we locate people?

Concurrent Efforts

Key Policy Setting Initiatives Underway

- Climate Action Plan (Summer 2022)
- Strategic Plan Update (Fall / Winter 2022)
- Transportation System Plan Update (Spring 2023)- this transportation element of the overall Comprehensive Plan
- New responses to Houselessness, including Safe Stay Communities
- Diversity, Equity & Inclusion Strategic Plan

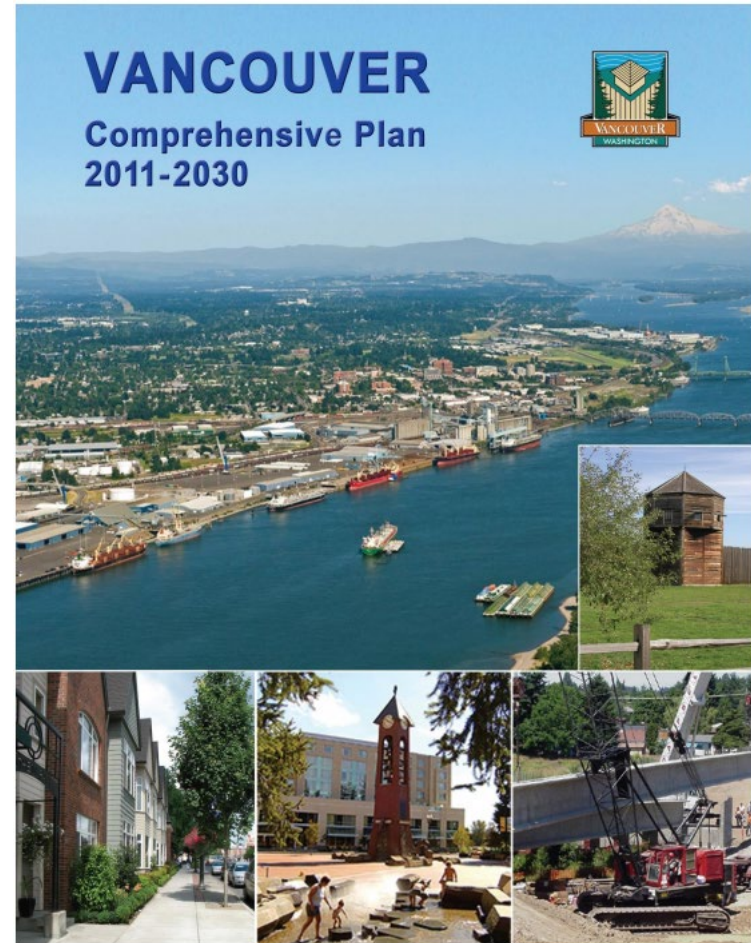
Key Initiatives Since Last Update

- Recently updated Parks, Recreation and Cultural Services Comprehensive Plan- this is the Parks element of overall Comprehensive Plan
- Reside Vancouver – Anti Displacement Strategy
- Fourth Plain Forward Action Plan
- The Heights District Plan
- C-Tran current and future high-capacity transit investments and associated equitable transit investment strategy
- Revival of efforts to replace Interstate Bridge (IBRP)

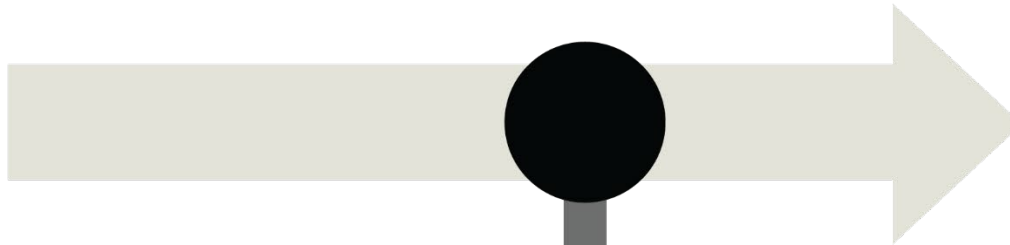
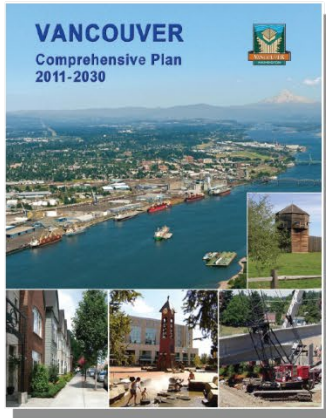
Existing Plan Overview

Plan Layout

- Organization
- Preface
- Community Development
- Economic Development
- Housing
- Environment
- Public Facilities and Services
- Annexation
- Implementation



Key Areas to Evaluate



The Next Vancouver Comp Plan

2025 - 2045

Evaluate Land Use Vision and Housing goals and strategies to reflect current day issues.

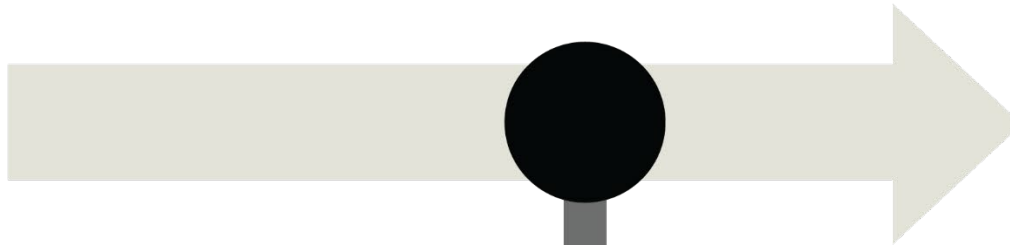
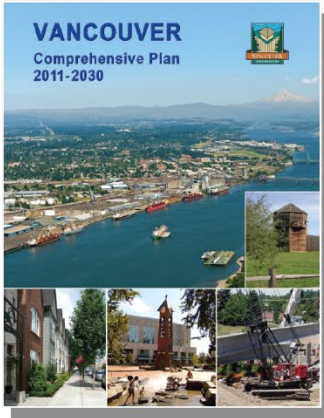
Evaluate better mechanisms to track implementation – metrics, criteria, indicators

Modify Environment chapter (mostly focused on stewardship) to include Climate Action Strategy, adaptation, and resiliency components.

Add Equity element that identifies specific equity definitions, goals and outcomes, as well as integrate equity into all other elements

Establish co-creative process that provides clear communication and documentation of how community engagement influences plan outcomes

Key Areas to Evaluate



The Next Vancouver Comp Plan

2025 - 2045

Break down public facilities and services into separate components - necessary for plan clarity.

Improve clarity, readability, and ability to understand and implement the plan (everyone)

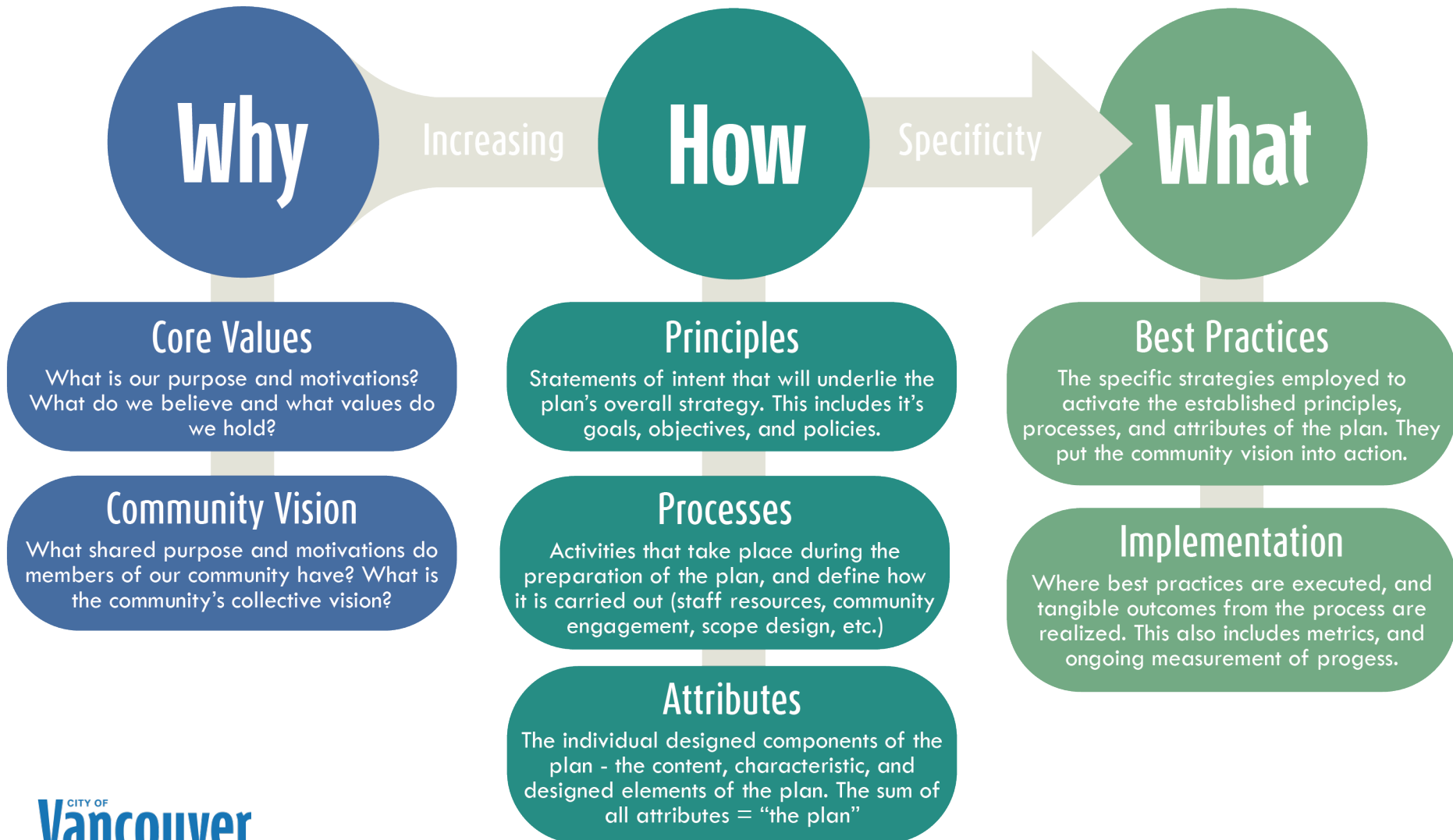
More detailed discussion of Annexation Strategy - how do unincorporated lands within the VUGA impact plan outcomes and ability to meet plan goals?

Embed equity, sustainability, affordability and other key community values throughout all chapters in the plan

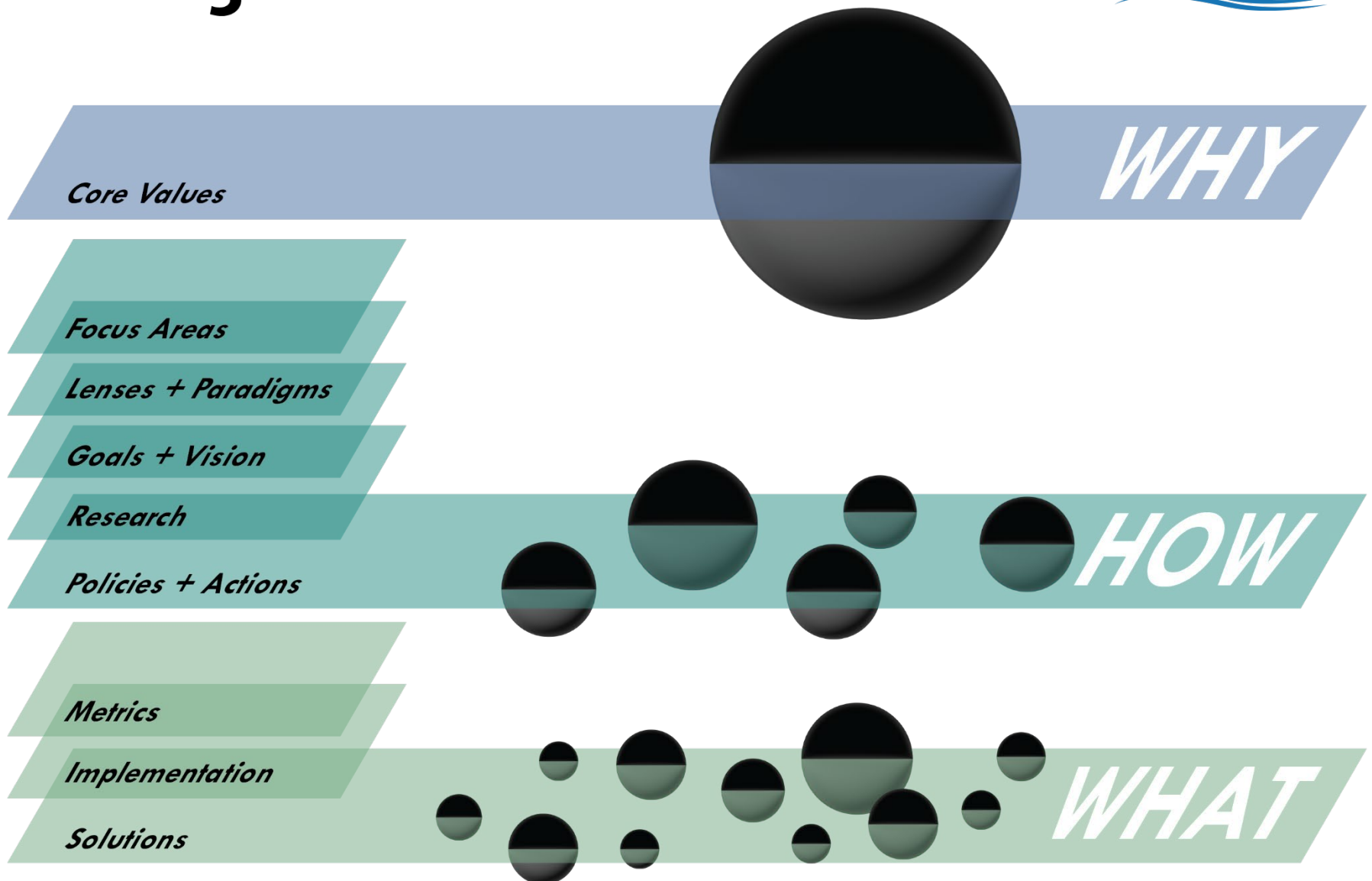
A photograph of a modern building with a curved glass facade and a hanging basket of pink flowers in the foreground. The building has multiple stories with large windows. The text "Vancouver City Hall" is visible on the building's facade. The hanging basket is filled with vibrant pink flowers and green foliage. The sky is blue with some light clouds.

Defining Scope / Process Overview

Plan Methodology

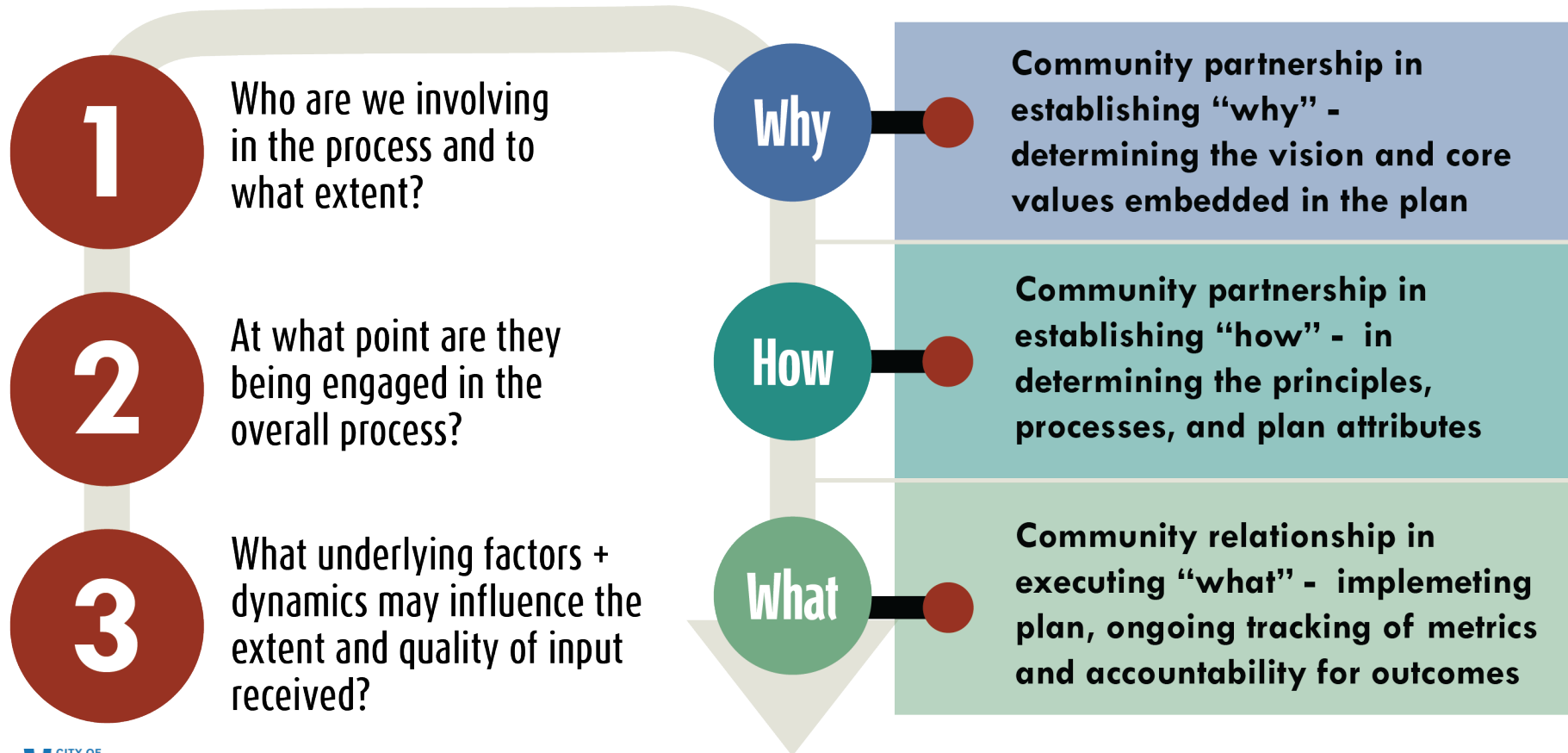


Getting to “What”



Community Engagement

Process Design – the ability for community engagement to be effective and meaningfully inform the plan is entirely dependent on how the overall process is designed. Staff is actively thinking about the following three questions:



IAP2 Spectrum of Public Participation

INCREASING IMPACT ON THE DECISION 					
	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision. We will seek your feedback on drafts and proposals.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will work together with you to formulate solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

Data Needs

Land Use

- City specific land capacity analysis and growth projections
- Analysis of performance and function of existing commercial corridors and manufacturing centers
- Parking evaluation – what is current and future supply / demand based on overall land use vision
- Evaluation of Transit Oriented Development opportunities along high capacity transit (HCT) corridors
- Evaluation of commercial, office and industrial land use trends, barriers to development, and economic development opportunities
- Understand the relationship between growth, capital facilities, land use specific climate action recommendations, and future annexation strategy

Housing

- Housing needs assessment – inventory + analysis of existing and projected housing needs to meet 2045 growth scenario
- Assessment of overall housing trends in the region
- Assessment of barriers to housing development by type
- Assessment of racially disparate impacts in housing, as defined in HB 1220
- Clear understanding and definition of different market segments of housing and strategies to increase housing production and access at all income levels

Data Needs

Climate

- Assessment and analysis of urban form changes needed to support community wide GHG reduction goals
- Assessment of climate adaptation and resilient land use strategies the City can implement within its land use vision
- Assessment of development density targets that meet growth projections and accommodate other climate mitigation and adaptation needs- example: more room for trees, more room for stormwater infrastructure

Other

- Review of all existing adopted plans, policies and procedures to understand relationship with the Comprehensive Plan
- Comprehensive review of community demographic data
- Conduct audit of the City's Land Use Code, recommend changes based on overall plan outcomes
- Evaluation of Capital Facilities plans and investments needed to support growth projections and strategies

Expected Deliverables

**Updated
Comprehensive
Plan**

**Updated
Parking
Regulations**

**Additional
Park Funding
Mechanisms**

**Modified Title 20
Land Use Code +
other “Tools”**

**Land Use +
Built
Environment
Vision**

SEPA Review

**Equitable,
Documented
Engagement
Process**

**Resilient
Infrastructure
Facilities +
Utilities**

**Urban Park
Designation
Standards**

**Dashboards:
Housing,
Employment
+ others**

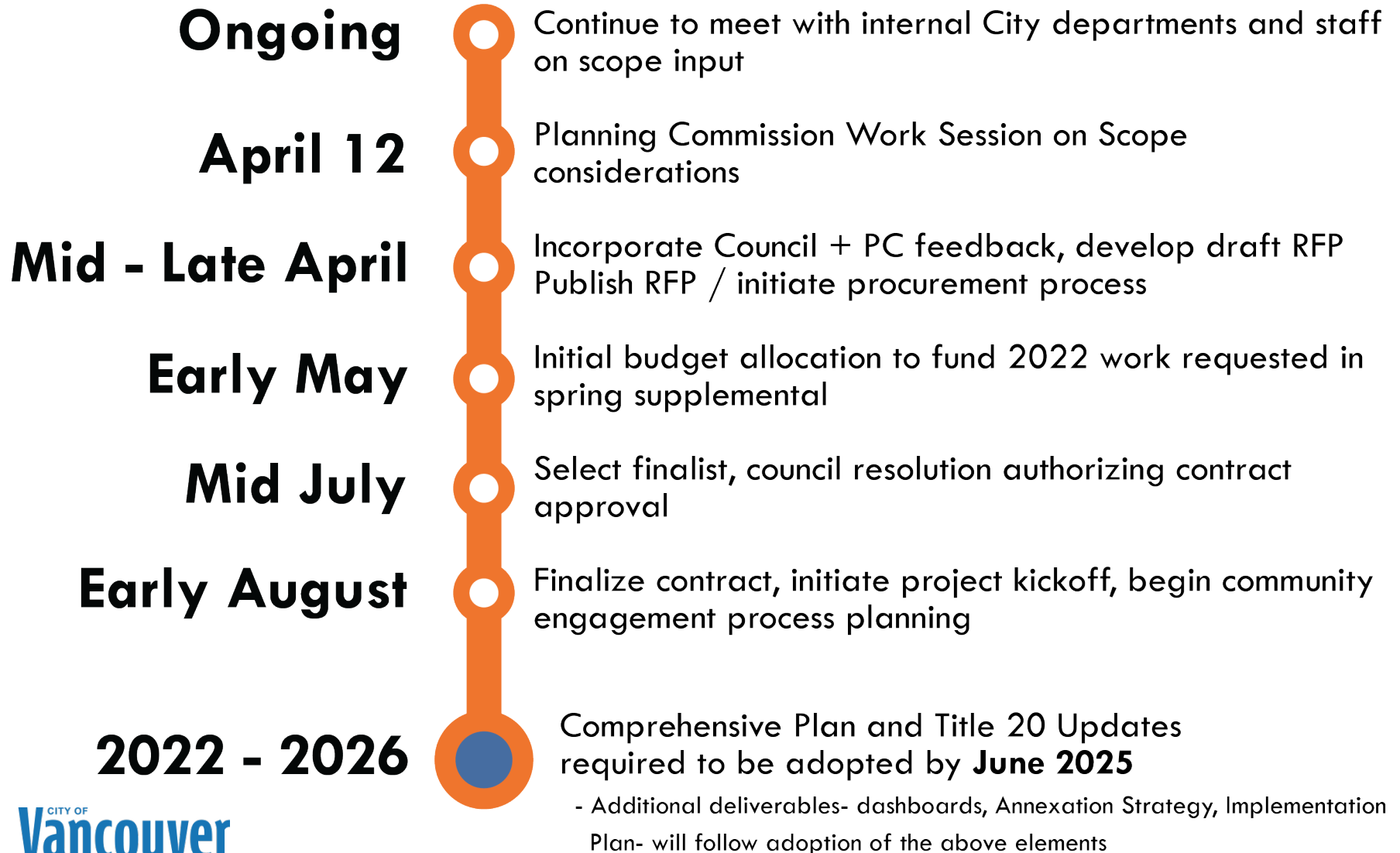
**Annexation
Strategy**

**Relationship
establishment
between other
plans**

**Additional priorities
uncovered during
plan process**

**Implementation
Strategy**

Next Steps



Questions for Council

1

What would you like to see incorporated into the overall approach of the comprehensive plan?

2

What factors, trends, or considerations are critical to incorporate as part of the update process?

3

How do we prioritize the high level of competing demands to address in this plan update?

4

Are there elements or key considerations that were not discussed today that should be included?

Questions and Discussion

Rebecca Kennedy, Deputy Director
rebecca.kennedy@cityofvancouver.us

Domenic Martinelli, Senior Long Range Planner
domenic.martinelli@cityofvancouver.us



Staff Report: 041-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/4/2022

SUBJECT Award construction contract for the 2022 West Curb Ramps project (#072822)

Key Points

1. Under the City's 2022 Street Preservation and Resurfacing contracts, the City is resurfacing streets with hot mix asphalt (HMA) overlay treatments and preserving streets with microsurfacing and cape seal treatments.
2. Per the Federal Highway Administration (FHWA), streets receiving treatments that are considered an alteration are required to be upgraded so that existing curb ramps meet current ADA requirements. Alterations include HMA overlay treatments, cape seals and microsurfacing.
3. Project includes construction of 66 curb ramps. Approximate curb ramp locations are shown on the attached map.
4. City maintenance crews do not have the available labor or equipment to do the type of work being done as part of this project.

Strategic Plan Alignment

Goal 1, Objective 1.2: *Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.*

Present Situation

The City is issuing two separate curb ramp contracts this year as part of its 2022 pavement management program. These contracts include the "2022 West Curb Ramps," the "2022 Central Ramps" and the "2022 East Curb Ramps." The purpose of splitting the work into three contracts is to reduce each contract to a manageable size, which helps expedite ramp construction. From a construction sequencing standpoint, it is far more efficient to construct the new curb ramps in advance of the on-street pavement management resurfacing work.

This staff report and recommended action is to award the 2022 West Curb Ramps contract only. Recommendations for the two other curb ramp projects have already been made.

On March 15, 2022, the City received 4 bids for the subject project. The bids ranged between \$707,000.00 to \$760,285.00 dollars. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Advanced Excavating Specialists (AES), LLC, Kelso, WA	\$707,000.00
Genguild Constructors, LLC, Battle Ground, WA	\$745,000.00
Clark and Sons Excavating, Inc., Battle Ground, WA	\$754,517.00
MJ Hughes Construction, Vancouver, WA	\$760,285.00
Engineers' Estimate	\$790,000.00

There is a minimum apprenticeship goal of 3% of the utilized labor hours for this project. Advanced Excavating Specialists, LLC of Kelso, Washington, has submitted an Apprenticeship Utilization Plan to meet or exceed this goal by using approximately 120 hours of apprentice time of the estimated total of 2,790 applicable labor hours for the project.

Advantage(s)

1. Will construct curb ramps in advance of the annual paving contract, which will allow the paving to be done much faster and more efficiently.
2. Will ensure that cuts in the street from ramp construction will be completed before the final paving, which will prolong the life of the new pavement.
3. Will install ADA compliant curb ramps at intersections with sidewalks but without ramps.

Disadvantage(s)

1. Neighborhood residents, businesses and local traffic will be inconvenienced during the construction period at the various locations; however, the construction duration at each location is short, with traffic able to drive through construction zones, which will minimize the temporary inconvenience.
2. Construction will generate noise in the area; however, the contractor will not be working in one spot the entire time with all work expected to be complete within a few days at each location.

Budget Impact

The project is currently funded through the Pavement Management Program (\$707,000). Sufficient funds are budgeted to construct the project.

Prior Council Review

None

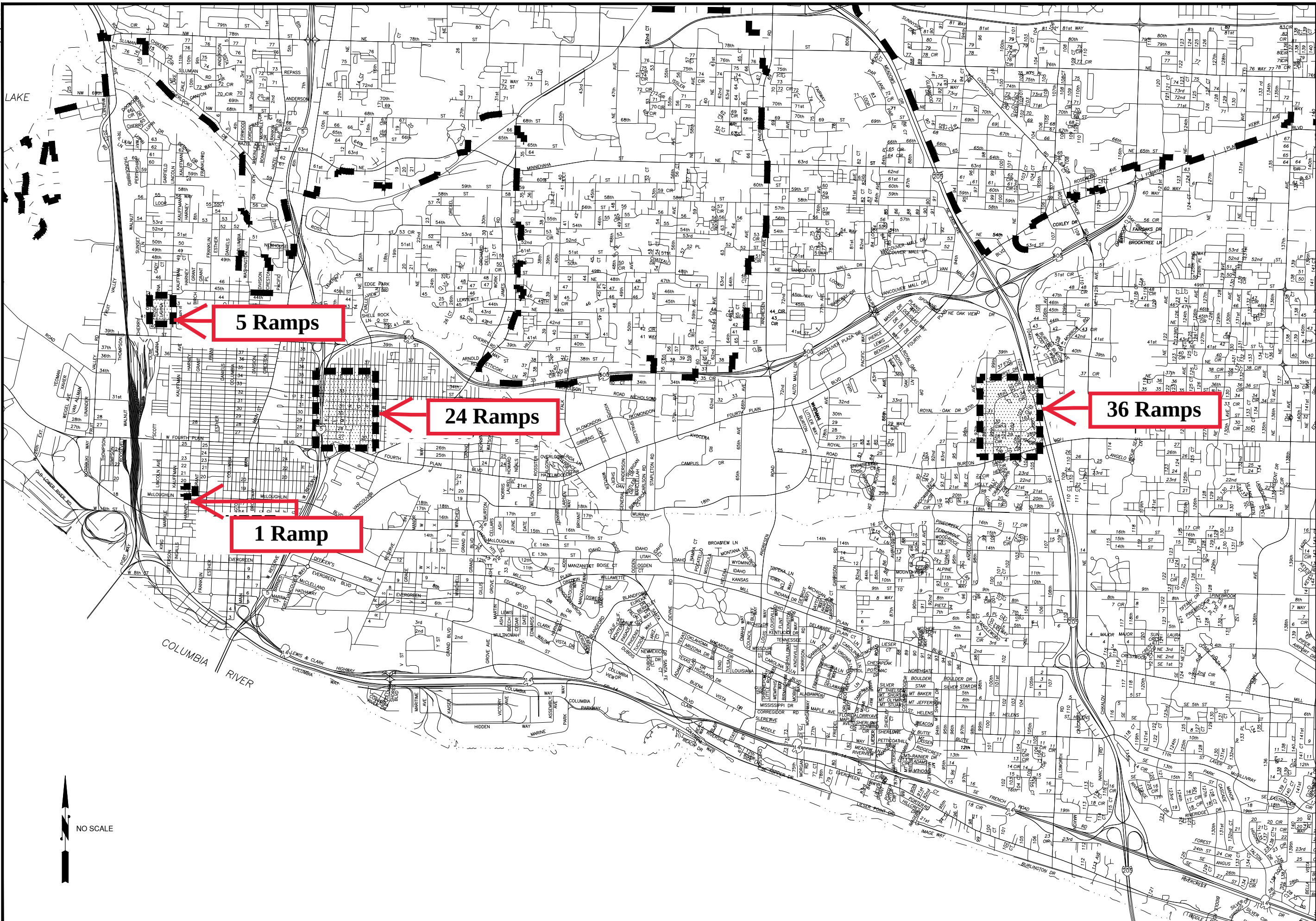
Action Requested

On April 4, 2022, award a construction contract for the 2022 West Curb Ramps project to the lowest responsive and responsible bidder, and authorize the City Manager or his designee to sign a contract with Advanced Excavating Specialists (AES), LLC from Kelso, Washington, at their bid price of \$707,000.00, which includes Washington State sales tax.

Chris Sneider, Senior Civil Engineer, 360-487-8239

ATTACHMENTS:

- ▣ Location Map
- ▣ Contract



		Know what's below. Call before you dig.	
FILE NAME:	DATE: February 2022		
SCALE:	DESIGNED BY: JLF		
HORIZONTAL:	DRAWN BY: TS		
VERTICAL:	CHECKED BY: DB		
	APPROVED BY: xx		
	REVISIONS		
DATE	No.		
			
CITY OF VANCOUVER 2022 WEST CURB RAMPS		SHEET INDEX	
			
JOB NUMBER	ACTIVITY		
072822	ACT00586		
G03			
SHEET 3 OF 40			



CONTRACT # _____
BID 22-16: 2022 West Curb Ramps

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Advanced Excavating Specialists, LLC hereinafter referred to as "Contractor," whose address is 1200 Hazel Street, Kelso, WA 98626, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2022 West Curb Ramps. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-16 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on _____ per Staff Report No. _____; and

WHEREAS, the Contractor has represented by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This contract provides for the improvement of curbs, sidewalks, excavation, minor paving and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The contract work shall be fully complete within 70 Working Days from the Notice to Proceed date.

Curb ramps shown on sheets C14 to C31 shall be completed by June 22, 2022, unless otherwise authorized by the Engineer.

Curb ramps shown on sheets C05 to C13 shall be completed by July 14, 2022, unless otherwise authorized by the Engineer.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature dated below.
- 3. E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United

States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

- 4. CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever. At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.5% Washington State Sales Tax (if applicable) \$707,000.00.

The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value.	
b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt

to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. EMPLOYMENT OF LABOR: The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/Lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

12. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate and are in compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department a Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and

Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 13. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 14. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 16. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

17. AUTHORIZATION AND COMPLIANCE WITH THE LAW: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

18. RELATION OF PARTIES: The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

19. JURISDICTION/VENUE: In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

20. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

21. ASSIGNMENT: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

22. TERMINATION FOR CONVENIENCE: The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

23. TERMINATION FOR CAUSE: In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 24. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 25. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 26. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 27. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 28. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,

2. This Contract,
3. Addenda to the Solicitation,
4. The Solicitation,
5. Contractor's Proposal,
6. Special Provisions,
7. Contract Plan Set,
8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
9. General Conditions for Facility Construction,
10. City of Vancouver Standard Plans,
11. WSDOT Amendments to the WSDOT Standard Specifications,
12. WSDOT Standard Specifications,
13. WSDOT Standard Plans.

32. NOTICES: Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel
 City of Vancouver
 415 W 6th St.
 PO Box 1995
 Vancouver WA 98668-1995

Advanced Excavating Specialists, LLC
 1200 Hazel Street
 Kelso, WA 98626

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Advanced Excavating Specialists, LLC

 Eric Holmes, City Manager

 Signature

 Date

 Printed Name /Title

Attest:

 Date

 Natasha Ramras, City Clerk

Approved as to form:

 Jonathan Young, City Attorney



Staff Report: 042-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/4/2022

SUBJECT Ammunition Purchase for Vancouver Police Department

Key Points

- The City purchases ammunition for the Vancouver Police Department (VPD) under a Washington State Contract.
- Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval.
- Ammunition remains difficult to purchase and receive on-demand. This requires VPD to maintain a supply on hand and plan/purchase supplies about a year in advance.

Strategic Plan Alignment

Goal 2: Provide effective, innovative and well-resourced police, fire and emergency medical services.

Present Situation

The City purchases ammunition through San Diego Police Equipment under Washington State Contract #02616. Purchases are expected to exceed the current \$300,000 threshold, requiring Council approval. Last year Council reviewed and approved Staff Report 030-21 and raised the threshold to \$700,000. The remaining capacity on the contract will be fully expended by the end of March 2022.

Raising the this threshold to add a maximum of \$478,121 for the next additional two years, ending December 31, 2023, will enable Vancouver Police Department to continue to purchase ammunition in a quick manner while taking advantage of the Washington State Contract's competitive pricing.

Advantage(s)

1. Utilizes an existing contract through Washington State that is good through December 31, 2023, to take advantage of competitive pricing.

2. Ensures VPD has sufficient ammunition on hand.

Disadvantage(s)

None.

Budget Impact

None. Appropriation was approved through the 2021-2022 Biennial Budget.

Prior Council Review

February 22, 2021

Action Requested

Authorize the City Manager or his designee to continue to purchase ammunition from San Diego Police Equipment of San Diego, CA, under Washington State Contract #02616, up to a maximum of \$478,121 through December 31, 2023.

James McElvain, Vancouver Police Chief, 360-487-7473

ATTACHMENTS:

- ▣ Master Contract
- ▣ Invitation for Bid-Ammunition
- ▣ Purchase Order

MASTER CONTRACT

No. 02616

AMMUNITION

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

SAN DIEGO POLICE EQUIPMENT COMPANY, INC.

Dated January 1, 2017

MASTER CONTRACT

No. 02616

AMMUNITION

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and San Diego Police Equipment Company, Inc. a California Corporation ("Contractor") and is dated as of January 1, 2017.

RECITALS

- A.** Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B.** On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 02616 dated September 14, 2016 regarding Ammunition.
- C.** Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an apparent successful bidder.
- D.** Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E.** The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Master Contract is fixed for seventy-two (72) months commencing January 1, 2017 and ending December 31, 2023.
- 2. ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any of the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
 - 2.2. MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);

- Federal governmental agencies or entities;
- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington.

3. SCOPE – INCLUDED GOODS, PRICE, AND SPECIFICATIONS.

3.1. CONTRACT SCOPE. Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods* for the prices also set forth in *Exhibit A*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*. Goods must conform to the specifications set forth in *Exhibit B – Ammunition Specifications*.

3.2. STATE'S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.

3.3. ECONOMIC ADJUSTMENT. Pricing will remain firm and fixed for the initial term of the contract. After twenty-four (24) months, the prices set forth in *Exhibit B* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) indices described below, for the most recent year. Economic adjustment will lag one (1) calendar quarter past the Contract commencement date to allow for publication of BLS data. All calculations for the index shall be based upon the latest version of final data published as of November each year (preliminary data will not be used). Prices shall be adjusted on February 1, 2019 and annually on February 1 thereafter. If an index is recoded, and the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

$$\text{New Price} = \text{Old Price} \times (\text{Current Period Index} / \text{Base Period Index}).$$

The following final data from this US BLS index will be inserted in the formula above:	
Small arms ammunition mfg.	PCU3329923329920

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).

3.5. MASTER CONTRACT INFORMATION. Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 4.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs.

Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

4.8. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively “Purchaser Order”). All order documents must reference the Master Contract number.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser’s normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser’s specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence.
- (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser’s Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser’s reasonable inspection, testing, and approval at Purchaser’s destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser’s Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser’s option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor’s expense,

any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

6. INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- (a) Master Contract No. 02616
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
- (c) Contractor's Federal Tax Identification Number
- (d) Date(s) of delivery
- (e) Invoice amount; and
- (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

6.4. NO ADVANCE PAYMENT. No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.

6.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.

6.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7. CONTRACT MANAGEMENT.

7.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Melanie Williams
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-9399
Email: Melanie.Williams@des.wa.gov

Contractor

Attn: __Ryan King_____
San Diego Police Equipment Co. Inc.
_8205-A Ronson Road_____
_San Diego, CA 92111_____
Tel: (858) 974-8500
Email: ryan@sandiegopoliceequipment.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.

7.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: __Tina Baker_____
San Diego Police Equipment Co. Inc.
_8205-A Ronson Road_____
_San Diego, CA 92111_____
Tel: (858) 974-8500
Email: tina@sandiegopoliceequipment.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1. MASTER CONTRACT SALES REPORTING. Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Master Contract Sales Reporting System. Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting

vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.

- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) Due dates for Master Contract Sales Reporting. Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to

pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

8.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.

8.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

9. RECORDS RETENTION & AUDITS.

9.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such

overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

10. INSURANCE.

- 10.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 10.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

11. CLAIMS.

- 11.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 11.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 12. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the

dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13. SUSPENSION & TERMINATION; REMEDIES.

- 13.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 13.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 13.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 13.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.
- 13.5. **GOVERNMENTAL TERMINATION.**
- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event

of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- (b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

- 13.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14. GENERAL PROVISIONS.

- 14.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.
- 14.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 14.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor

may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.

- 14.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 14.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 14.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 14.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

- 14.16. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 14.17. ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.18. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.19. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 14.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 14.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 14.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

14.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Melanie Williams
Melanie Williams
Its: Contracts Specialist

SAN DIEGO POLICE EQUIPMENT COMPANY, INC.,
a California Corporation

By: BH
Ryan King
Its: Sales Manager

EXHIBIT A

INCLUDED GOODS/PRICING

CATEGORY A – Handgun Ammunition									
Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)	
1 Federal	American Eagle	AE9DP	Full Metal Jacket	9MM	115	1000	\$188.90	30-60	
2 CCI/Speer	Lawman	53650	Total Metal Jacket	9MM	115	1000	\$182.80	30-60	
3 Federal	Classic	9BP	Jacketed Hollow Point	9MM	115	1000	\$209.90	30-60	
4 Federal	American Eagle	AE9AP	Full Metal Jacket	9MM	124	1000	\$188.90	30-60	
5 CCI/Speer	Gold Dot	53618	Bonded Hollow Point	9MM	124	1000	\$346.70	30-60	
6 Federal	HST	P9HST3	Jacketed Hollow Point +P	9MM	124	1000	\$302.12	30-60	
7 Federal	HST	P9HST1	Jacketed Hollow Point	9MM	124	1000	\$302.12	30-60	
8 CCI/Speer	Lawman	53651	Total Metal Jacket	9MM	124	1000	\$182.80	30-60	
9 CCI/Speer	Gold Dot	53617	Bonded Hollow Point +P	9MM	124	1000	\$346.70	30-60	
10 Federal	HST	P9HST2	Jacketed Hollow Point	9MM	147	1000	\$302.12	30-60	
11 CCI/Speer	Gold Dot	54226	G2	9MM	147	1000	\$381.90	30-60	
12 CCI/Speer	Gold Dot	53720	Bonded Hollow Point	38 SPL	125	1000	\$352.40	30-60	
13 CCI/Speer	Gold Dot	53949	Bonded Hollow Point	.40	165	1000	\$381.92	30-60	
14 Federal	HST	P40HST3	Jacketed Hollow Point	.40	165	1000	\$329.80	30-60	
15 CCI/Speer	Lawman	53981	Total Metal Jacket	.40	165	1000	\$237.40	30-60	
16 Federal	American Eagle	AE40R3	Full Metal Jacket	.40	165	1000	\$249.80	30-60	
17 CCI/Speer	Lawman	53652	Total Metal Jacket	.40	180	1000	\$237.40	30-60	
18 Federal	HST	P40HST1	Jacketed Hollow Point	.40	180	1000	\$329.80	30-60	
19 CCI/Speer	Gold Dot	53962	Bonded Hollow Point	.40	180	1000	\$381.92	30-60	
20 CCI/Speer	Gold Dot	53999	G2	.40	180	1000	\$399.88	30-60	
21 Federal	Classic	45C	Jacketed Hollow Point	.45	185	1000	\$363.80	30-60	
22 CCI/Speer	Gold Dot	53969	Bonded Hollow Point +P	.45	200	1000	\$404.20	30-60	
23 Federal	American	AE45A	Full Metal Jacket	.45	230	1000	\$298.52	30-60	

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
		Eagle							
24	CCI/Speer	Lawman	53653	Total Metal Jacket	.45	230	1000	\$275.10	30-60
25	Federal	Classic	45D	Jacketed Hollow Point	.45	230	1000	\$318.90	30-60
26	CCI/Speer	Gold Dot	53966	Bonded Hollow Point	.45	230	1000	\$404.20	30-60
27	Federal	HST	P45HST2	Jacketed Hollow Point	.45	230	1000	\$367.10	30-60
28	Federal	HST	P45HST1	Jacketed Hollow Point +P	.45	230	1000	\$367.10	30-60
29	CCI/Speer	Gold Dot	54256	G2 <i>Cross Dot G2</i>	.45	230	1000	\$434.20	30-60
30	CCI/Speer	Gold Dot	54234	Bonded Hollow Point	357 SIG	125	1000	\$414.80	30-60
31	Federal	HST	P357SHST1	Jacketed Hollow Point	357 SIG	125	1000	\$386.20	30-60
32	Federal	Classic	C357B	Jacketed Hollow Point	357 M	125	500	\$361.98	30-60
33	Federal	HST	P380HST1	Jacketed Hollow Point	.380	99	1000	\$399.10	30-60
34	CCI/Speer	Lawman	53608	Total Metal Jacket	.380	95	1000	\$289.84	30-60
35	CCI/Speer	RHT	53365	Frangible Lead Free	9MM	100	1000	\$364.80	30-60
36	Federal	IRT	AE9N1	Total Metal Jacket, Lead Free Primer	9MM	124	1000	\$207.10	30-60
37	CCI/Speer	Cleanfire	53824	Total Metal Jacket Lead Free Primer	9MM	124	1000	\$193.20	30-60
38	CCI/Speer	Cleanfire	53826	Total Metal Jacket, Lead Free Primer	9MM	147	1000	\$193.20	30-60
39	CCI/Speer	Cleanfire	53833	Total Metal Jacket +P Lead Free Primer	.38	158	1000	\$227.92	30-60
40	CCI/Speer	RHT	53375	Frangible Lead Free	.40	125	1000	\$405.08	30-60
41	CCI/Speer	Cleanfire	53982	Total Metal Jacket, Lead Free Primer	.40	165	1000	\$253.40	30-60
42	CCI/Speer	Cleanfire	53880	Total Metal Jacket Lead Free Primer	.40	180	1000	\$253.40	30-60
43	Federal	IRT	AE40N1	Total Metal Jacket, Lead Free Primer	.40	180	1000	\$268.70	30-60
44	CCI/Speer	RHT	53395	Frangible Lead Free	.45	155	1000	\$518.50	30-60
45	CCI/Speer	Cleanfire	53885	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$312.60	30-60
46	Federal	IRT	AE45N1	Total Metal Jacket, Lead Free Primer	.45	230	1000	\$334.40	30-60
47	CCI/Speer	RHT	53368	Frangible, Lead Free	357 SIG	100	1000	\$449.80	30-60
48	CCI/Speer	Cleanfire	54232	Total Metal Jacket, Lead Free Primer	357 SIG	125	1000	\$298.40	30-60
49	Federal	Hydra-Shok	P380HS1G	Jacketed Hollow Point	380ACP	90	1000	\$422.97	30-60
50	Federal	Ballisticclean	BC9NT3	Frangible Lead Free	9MM	100	1000	\$393.14	30-60
51	Federal	Ballisticclean	BC40CT1	Frangible Lead Free	40S&W	125	1000	\$411.78	30-60
52	Federal	Ballisticclean	BC45CT1	Frangible Lead Free	45ACP	155	1000	\$519.33	30-60

CATEGORY A – Handgun Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
53	Federal	American Eagle	AE380AP	Full Metal Jacket	380ACP	95	1000	\$268.54	30-60
54	Federal	American Eagle	AE9FP	Full Metal Jacket	9MM	147	1000	\$204.52	30-60
55	Federal	American Eagle	AE38K	Full Metal Jacket	38S	130	1000	\$309.51	30-60
56	CCI/Speer	Gold Dot	53606	Bonded Hollow Point	380ACP	90	1000	\$448.90	30-60
57	CCI/Speer	Gold Dot	53921	Bonded Hollow Point +P	38S	135	1000	\$395.80	30-60
58	CCI/Speer	Blazer	3460	Total Metal Jacket, Cleanfire	9MM	124	1000	\$215.10	30-60
59	CCI/Speer	Blazer	3462	Total Metal Jacket, Cleanfire	9MM	147	1000	\$215.10	30-60
60	CCI/Speer	Blazer	3475	Total Metal Jacket, Cleanfire	38S	158	100	\$235.40	30-60
61	CCI/Speer	Blazer	3477	Total Metal Jacket, Cleanfire	40S&W	180	1000	\$254.50	30-60
62	CCI/Speer	Blazer	3480	Total Metal Jacket, Cleanfire	45ACP	230	1000	\$325.90	30-60
62	CCI/Speer	Blazer	3509	Full Metal Jacket	9MM	115	1000	\$181.90	30-60
63	CCI/Speer	Blazer	3578	Full Metal Jacket	9MM	124	1000	\$181.90	30-60
64	CCI/Speer	Blazer	3591	Full Metal Jacket	40S&W	180	1000	\$247.85	30-60
65	CCI/Speer	Blazer	3570	Full Metal Jacket	45ACP	230	1000	\$311.40	30-60
66	CCI/Speer	Lawman	53620	Total Metal Jacket	9MM	147	1000	\$203.10	30-60
67	CCI/Speer	Lawman	53919	Total Metal Jacket	357SIG	125	1000	\$336.59	30-60

CATEGORY B – Rifle Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	TRU	T223A	Pointed Soft Point	.223	55	500	\$245.80	30-60
2	Federal	American Eagle	AE223J	Full Metal Jacket, Boat Tail	.223	55	500	\$155.80	30-60
3	Federal	TRU	T223E	Boat Tail Hollow Point	.223	55	500	\$268.20	30-60
4	Federal	TRU	T223T	Ballistic Tip	.223	55	500	\$258.10	30-60
5	Federal	Tactical	LE223T1	Bonded Soft Point	.223	55	200	\$219.82	45-60
6	CCI/Speer	Gold Dot	24446	Bonded Soft Point	.223	55	500	\$261.90	30-60

CATEGORY B – Rifle Ammunition									
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Weight (Grain)	Rounds per Case	Price Per Case	Delivery (ARO)
7	Federal	American Eagle	XM193AF90	Full Metal Jacket, Boat Tail	5.56	55	450	\$145.70	30-60
8	Federal	Tactical	LE223T3	Bonded Soft Point	.223	62	200	\$219.82	45-60
9	CCI/Speer	Gold Dot	24445SP	Bonded Soft Point	.223	62	500	\$261.90	30-60
10	Federal	TRU	T223L	Soft Point	.223	64	500	\$252.40	30-60
11	CCI/Speer	Gold Dot	24475	Bonded Soft Point	.223	75	500	\$261.90	30-60
12	Federal	Premium	P308F	Ballistic Tip	.308	150	200	\$211.48	30-60
13	Federal	American Eagle	AE308D	Full Metal Jacket, Boat Tail	.308	150	500	\$309.80	30-60
14	Federal	Tactical	LE308T1	Bonded Soft Point	.308	165	200	\$279.80	30-60
15	Federal	Gold Medal	GM308M-500	Boat Tail Hollow Point	.308	168	500	\$392.40	30-60
16	Federal	American Eagle	A76251M1A	Open Tip Match	.308	168	200	\$211.94	30-60
17	Federal	Tactical	LE308TT2	Tactical Bonded Tip	.308	168	200	\$261.70	30-60
18	CCI/Speer	Gold Dot	24458	Bonded Soft Point	.308	168	500	\$376.85	30-60
19	Federal	Ballisticlean	BC223NT5	Frangible Lead Free	.223	42	500	\$296.60	60
20	Federal	Ballisticlean	BC223NT5A	Frangible Lead Free	.223	55	500	\$296.60	60
21	CCI/Speer	Gold Dot	24457	Bonded Soft Point	.308	150	500	\$402.57	60-90
22	Federal	American Eagle	AE223BK	Full Metal Jacket, Boat Tail	.223	55	1000	\$311.60	30-60
23	Federal	American Eagle	AE223N	Full Metal Jacket	.223	62	500	\$208.14	60-90
24	Federal	American Eagle	XM193	Full Metal Jacket, Boat Tail	5.56	55	500	\$155.80	30-60
25	Federal	American Eagle	AE5022	Lead Solid	22LR	40	5000	\$295.81	90-180
26	Federal	Gold Medal	GM223M3	Match Boat Tail Hollow Point	.223	77	200	\$155.68	30-60
27	Federal	Gold Medal	GM223M-5	Match Boat Tail Hollow Point	.223	69	500	\$389.20	30-60
CATEGORY C – Shotgun Ammunition									

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Pellet Count	Rounds per Case	Price Per Case	Delivery (ARO)
1	Federal	Tactical	LE12700	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	9	250	\$125.92	30-60
2	Federal	Tactical	F127RS	Hollow Point Rifled Slug	12 Gauge, 2-3/4"	-	250	\$130.22	30-60
3	Federal	Top Gun	TGL12-7.5	#7.5 Bird Shot	12 Gauge, 2-3/4"	-	250	\$63.90	30-60
4	Federal	Tactical	LE127RS	Slug, Duty, Practice	12 Gauge, 1"	-	250	\$133.94	30-60
5	Federal	Tactical	LE13300	Plated 00 Buck Shot, Flite Control	12 Gauge, 2-3/4"	8	250	\$125.92	30-60
6	Federal	Tactical	LE13200	00 Buck Shot	12 Gauge	9	250	\$125.92	30-60
7	Federal	Tru-Ball	LEB127LRS	Rifled Slug	12 Gauge, 2-3/4"	-	250	\$133.94	30-60
8	Federal	Top Gun	TGL12-8	#8 Shot	12 Gauge, 2-3/4"	-	250	\$63.90	30-60
9	Federal	Tactical	LE132-1B	Plated #1 Buck, Flite Control	12 Gauge	15	250	\$125.92	30-60
10	Federal	Classic	F12700	00 Buck Shot	12 Gauge	9	250	\$129.87	30-60
11	Federal	Tru-Ball	LEB127DPRS	1oz Slug, Deep Penetrator	12 Gauge	-	250	\$188.92	60-90
12	Federal	Gold Medal	T115-8	#8 Birdshot, 1 1/8oz, 2 3/4 DE	12 Gauge	-	250	\$72.59	30-60
13	Federal	Gold Medal	T116-8	#8 Birdshot, 1 1/8oz, 3DE	12 Gauge	-	250	\$72.59	30-60

CATEGORY D – Marking Cartridges

	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
1	Force on Force	FOF	FF9R2	Red Marking Cartridges	9MM	500	\$233.80	30
2	Force on Force	FOF	FF9B2	Blue Marking Cartridges	9MM	500	\$233.80	30
3	Force on Force	FOF	FF9Y2	Yellow Marking Cartridges	9MM	500	\$233.80	30
4	Force on Force	FOF	FF9W2	White Marking Cartridges	9MM	500	\$233.80	30
5	Force on Force	FOF	FF9G2	Green Marking Cartridges	9MM	500	\$233.80	30
6	Force on Force	FOF	FF556R1	Red Marking Cartridges	.223	500	\$286.80	30
7	Force on Force	FOF	FF556B1	Blue Marking Cartridges	.223	500	\$286.80	30
8	Force on Force	FOF	FF556Y1	Yellow Marking Cartridges	.223	500	\$286.80	30
9	Force on Force	FOF	FF556W1	White Marking Cartridges	.223	500	\$286.80	30
10	Force on Force	FOF	FF556G1	Green Marking Cartridges	.223	500	\$286.80	30
11	Force on Force	FOF	FF556BCG	Conversion Bolt	.223	1	\$229.80	5-7
12	Force on Force	FOF	FF9NM2	Non-Marking Cartridges	9MM	500	\$233.80	30

CATEGORY D – Marking Cartridges								
	Manufacturer	Product Name	Product Code	Bullet Style	Caliber	Rounds per Case	Price Per Case	Delivery (ARO)
13	Force on Force	FOF	FF9BLK2	Blank Round	9MM	500	\$225.80	30
14	Force on Force	FOF	FF556NM2	Non-Marking Round	5.56	500	\$286.80	30
15	Simunition	FX	5320761	Red Marking Cartridges	9MM	500	\$239.97	30
16	Simunition	FX	5320762	Blue Marking Cartridges	9MM	500	\$239.97	30
17	Simunition	FX	5320764	Yellow Marking Cartridges	9MM	500	\$239.97	30
18	Simunition	FX	5320766	White Marking Cartridges	9MM	500	\$239.97	30
19	Simunition	FX	5320763	Orange Marking Cartridges	9MM	500	\$239.97	30
20	Simunition	FX	5320765	Green Marking Cartridges	9MM	500	\$239.97	30
21	Simunition	FX	5501001	Red Marking Cartridges	.38	500	\$297.97	30
22	Simunition	FX	5501002	Blue Marking Cartridges	.38	500	\$297.97	30
23	Simunition	FX	5359101	Red Marking Cartridges	.223	500	\$336.97	30
24	Simunition	FX	5359102	Blue Marking Cartridges	.223	500	\$336.97	30
25	Simunition	FX	5359104	Yellow Marking Cartridges	.223	500	\$336.97	30
26	Simunition	FX	5359106	White Marking Cartridges	.223	500	\$336.97	30
27	Simunition	FX	5308990	Bolt	.223	1	\$284.97	30
28	Simunition	FX	5320779	Non-Marking Cartridges	9MM	500	\$243.97	30
29	Simunition	Securiblack	5306001	Securiblanks, Loud	9MM	500	\$185.97	30
30	Simunition	FX	5359109	Non-Marking Cartridges	5.56	500	\$323.97	30-45
31	Simunition	Securiblack	5359108	Securiblanks, Loud	5.56	500	\$336.97	30-45
32	Simunition	Securiblack	5306005	Securiblanks, Quiet	9MM	500	\$185.97	30-45

Lift Gate Fee - \$75.00

EXHIBIT B

SPECIFICATIONS

Specification
1. All products bid will include descriptive fliers or catalogs describing how the product is equal in quality, function and performance to specifications.
2. All products bid will include descriptive literature for practical use applications.
3. All bids will include documentation that products meet the Sporting Arms and Manufacturer's Institute (SAAMI) or NATO specifications.
4. All ammunition must be guaranteed free from defects in workmanship and materials without limitation.
5. Ammunition that does not perform to specifications and standards will be refunded or replaced in full.
6. Bidder shall provide a current, dated, signed authorization from the manufacturer that the bidder is an authorized distributor.
7. All ammunition shall be factory new, no reloaded or remanufactured ammunition shall be allowed.
8. After receipt of order (ARO) delivery is to be a maximum of 90 days on all orders.
9. Delivery will be Free on Board (FOB) Destination, prepaid and included for orders of 5 cases or more.
10. Freight charges may be added as a separate line item for orders less than 5 cases.
11. Contractor will provide as much notice as possible to the Contract Administrator when issues occur, which are out of their control, but that will impact supply and demand and delivery.
12. If Contractor is unable to fulfill an order due to issues identified above, a replacement product equal in price and performance may be substituted. Replacement products must be approved in advance by the Contract Administrator.

EXHIBIT C

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each

subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

INVITATION FOR BID – No. 02616

AMMUNITION

INTRODUCTION

This Invitation for Bid (IFB) is a competitive procurement issued by the Washington Department of Enterprise Services (Enterprise Services) pursuant to RCW chapter 39.26. Enterprise Services intends to use the IFB to establish and award a statewide Master Contract for Ammunition.

This IFB is divided into four (4) sections:

- [Section 1](#) provides a summary table of relevant deadlines for responding to the IFB and identifies contact information for the IFB Procurement Coordinator.
- [Section 2](#) provides important information about the solicitation.
- [Section 3](#) identifies how to prepare and submit a bid for this IFB, including detailed instructions regarding what to submit and how to submit your bid.
- [Section 4](#) identifies how Enterprise Services will evaluate the bids.

In addition, this IFB includes the following Exhibits:

- [Exhibit A – Bidder Information](#): This exhibit identifies the information that bidders must provide to Enterprise Services to constitute a responsive bid.
- [Exhibit B – Ammunition Specifications](#): This exhibit outlines the required specifications for the good and/or service that is the subject of this IFB.
- [Exhibit C – Bid Price](#): This exhibit provides the pricing information that bidders will complete as part of their bid and the price evaluation tool that Enterprise Services will use to evaluate bids.
- [Exhibit D – Master Contract](#): This exhibit is the Master Contract that the successful bidder(s) will execute with Enterprise Services.
- [Exhibit E – Complaint, Debrief, & Protest Requirements](#): This exhibit details the applicable requirements to file a complaint, request a debrief conference, or file a protest regarding this IFB.
- [Exhibit F – Doing Business with the State of Washington](#): This exhibit provides information regarding contracting with the State of Washington.

MASTER CONTRACTS. Enterprise Services has statewide responsibility to develop ‘master contracts’ for goods and services. A Master Contract is a contract for specific goods and/or services that is solicited and established by Enterprise Services on behalf of and for general use by specified ‘purchasers’ (see below). Typically, purchasers use our Master Contracts through a purchase order or similar document.

MASTER CONTRACT USERS – PURCHASERS. The resulting Master Contract from this IFB will be available for use by the following entities (“Purchasers”):

- **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions; and any the following institutions of higher

education in Washington: state universities, regional universities, state colleges, community colleges, and technical colleges.

- **MCUA PARTIES.** The Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
- **ORCPP.** The Master Contract also will be available for use by the [Oregon Cooperative Purchasing Program \(ORCPP\)](#) based on the contractor's acceptance.

While use of the Master Contract is optional for political subdivisions and public benefit nonprofit corporations authorized by the MCUA and ORCPP, these entities' use of the Master Contract can increase Master Contract use significantly.

All purchasers are subject to the same contract terms, conditions, and pricing as state agencies.

SECTION 1 – DEADLINES, QUESTIONS, AND WHERE TO SUBMIT YOUR BID

This section identifies important deadlines for this IFB and where to direct questions regarding the IFB.

Important dates: The following table identifies important dates for this IFB:

Item	Date								
IFB Posting Date:	September 14, 2016								
Pre-Bid Conference:	September 28, 2016 at 10:30am <table border="0"> <tr> <td><u>Attend in Person</u></td><td><u>Attend via Phone</u></td></tr> <tr> <td>1500 Jefferson St. SE</td><td>(360) 407-3819</td></tr> <tr> <td>Room 2331</td><td>Conf. ID: 21895</td></tr> <tr> <td>Olympia, WA 98501</td><td></td></tr> </table>	<u>Attend in Person</u>	<u>Attend via Phone</u>	1500 Jefferson St. SE	(360) 407-3819	Room 2331	Conf. ID: 21895	Olympia, WA 98501	
<u>Attend in Person</u>	<u>Attend via Phone</u>								
1500 Jefferson St. SE	(360) 407-3819								
Room 2331	Conf. ID: 21895								
Olympia, WA 98501									
Question & Answer Period:	September 14, 2016 – October 7, 2016								
Deadline for submitting Bids:	October 12, 2016								
Anticipated Announcement of Apparent Successful Bidder(s):	November 9, 2016								
Anticipated Award of Master Contract(s):	December 7, 2016								

The IFB (and award of the Master Contract) is subject to complaints, debriefs, and protests as explained in [Exhibit E – Complaint, Debrief & Protest Requirements](#), which may impact the dates set forth above.

Enterprise Services reserves the right to amend and modify this IFB. Only bidders who have properly registered and downloaded the original IFB directly via WEBS will receive notifications of amendments to this IFB, which bidders must download, and other correspondence pertinent to this procurement. To be awarded a Master Contract, bidders must be registered in Washington's Electronic Business Solutions (WEBS). Visit <https://fortress.wa.gov/ga/webs> to register.

Questions: Questions or concerns regarding this IFB must be directed to the following Procurement Coordinator:

IFB Procurement Coordinator	
Name:	Melanie Williams
Telephone:	360-407-9399
Email:	Melanie.Williams@des.wa.gov

Questions raised at the pre-bid conference and during the Q&A period will be answered and responses posted to WEBS.

SECTION 2 – INFORMATION ABOUT THE PROCUREMENT

This section describes the purpose of the IFB and provides information about this procurement, including the potential scope of the opportunity.

- 2.1. **PURPOSE OF THE PROCUREMENT – AWARD A MASTER CONTRACT.** The purpose of this IFB is to receive competitive bids and award a statewide master contract for ammunition. Enterprise Services intends to award to multiple contractors in four categories.
- 2.2. **MASTER CONTRACT.** The form of the Master Contract that will be awarded as a result of this IFB is attached as [Exhibit D – Master Contract](#).
- 2.3. **CONTRACT TERM.** As set forth in the attached Master Contract for this IFB, the contract term is seventy-two (72) months. The Master Contract is subject to earlier termination.
- 2.4. **ESTIMATED SALES.** Annual total purchases could approximate \$16,000,000 from state agencies, cities and counties. Purchase potential from other purchasers is unknown. Although Enterprise Services does not represent or guarantee any minimum purchase from the Master Contract, prior purchases under a similar contract are set forth in the following chart:

2011-2016 Contract 03210 Customer Sales				
Customer Name	Customer Type	Sales		Percent of Total
CORRECTIONS DEPT OF	Agency	\$ 3,622,621		20.712%
SEATTLE CITY OF	City	\$ 1,577,348		9.019%
PATROL WA STATE	Agency	\$ 1,393,056		7.965%
OREGON STATE OF	US	\$ 1,093,381		6.251%
KING CO	County	\$ 858,755		4.910%

The remaining 50% of spend is split between numerous state agencies and MCUA Parties each representing less than 5% of the sales individually.

03210 Contract Sales by Customer Type		
Customer Type	Sales	Percent of Total
State Agencies	\$ 6,167,865	35.26%
Cities	\$ 6,074,729	34.73%
Counties	\$ 3,755,867	21.47%
US	\$ 1,300,776	7.44%
Higher Ed	\$ 90,231	0.52%
Tribal Entities	\$ 60,437	0.35%
District	\$ 18,377	0.11%
Miscellaneous	\$ 15,812	0.09%
Port	\$ 5,981	0.03%
Grand Total	\$ 17,490,075	100.00%

SECTION 3 – HOW TO PREPARE AND SUBMIT A BID FOR THIS IFB

This section identifies how to prepare and submit your bid to Enterprise Services for this IFB. In addition, bidders will need to review and follow the requirements included in [Exhibit A – Bidder Information](#), which identifies the information that bidders must provide to Enterprise Services to constitute a responsive bid. By responding to this IFB and submitting a bid, bidders acknowledge having read and understood the entire IFB and accept all information contained within this IFB.

- 3.1. **PRE-BID CONFERENCE.** Enterprise Services will host an IFB pre-bid conference at the time and location indicated in [Section 1](#) of this IFB. Attendance is not mandatory. Bidders, however, are encouraged to attend and participate. The purpose of the pre-bid conference is to clarify the IFB as needed and raise any issues or concerns that bidders may have. If interpretations, specifications, or other changes to the IFB are required as a result of the conference, the Procurement Coordinator will post an amendment to this IFB to WEBS. Assistance for disabled, blind, or hearing-impaired persons who wish to attend the pre-bid conference is available with prior arrangement by contacting the Procurement Coordinator.
- 3.2. **BID FORMAT.** Bids must be complete, legible, signed with an electronic signature or signed and scanned as a PDF, and follow the instructions stated in [Exhibit A – Bidder Information](#).
 - *Electronic bids:* Unless otherwise specified in writing by Enterprise Services, documents included with an electronic bid must be prepared in MS Word, MS Excel, or Adobe PDF.
- 3.3. **BIDDER COMMUNICATIONS REGARDING THIS IFB.** During the IFB process, all bidder communications regarding this IFB must be directed to the Procurement Coordinator for this IFB. See [Section 1](#) of this IFB. Bidders should rely only on this IFB and written amendments to the IFB issued by the Procurement Coordinator. In no event will oral communications regarding the IFB be binding.
 - Bidders are encouraged to make any inquiry regarding the IFB as early in the process as possible to allow Enterprise Services to consider and, if warranted, respond to the inquiry. If a bidder does not notify Enterprise Services of an issue, exception, addition, or omission, Enterprise Services may consider the matter waived by the bidder for protest purposes.

- If bidder inquiries result in changes to the IFB, written amendments will be issued and posted on WEBS.
 - Unauthorized contact regarding this IFB with other state employees involved with the IFB may result in bidder disqualification.
- 3.4. **PRICING.** Bid prices must include all cost components needed for the delivery of the goods and/or services as described in this IFB. See [Exhibit C – Bid Price](#). A bidder’s failure to identify all costs in a manner consistent with the instructions in this IFB is sufficient grounds for disqualification.
- **Inclusive Pricing:** Bidders must identify and include all cost elements in their pricing. In the event that bidder is awarded a Master Contract, the total price for the goods and/or services shall be bidder’s price as submitted. Except as provided in the Master Contract, there shall be no additional costs of any kind.
 - **Credit Cards (P-Cards):** In the event that bidder is awarded a Master Contract, the total price for the goods and/or services shall be the same regardless of whether purchasers make payment by cash, credit card, or electronic payment. Bidder shall bear, in full, any processing or surcharge fees associated with the use of credit cards or electronic payment.
 - **Vendor Management Fee:** The resulting Master Contract from this IFB will include a Vendor Management Fee as specified in the Master Contract attached as [Exhibit D – Master Contract](#).
- 3.5. **BIDDER RESPONSIVENESS.** Bidders must submit complete bids. A bidder’s failure to do so may result in a bid being deemed non-responsive and disqualified. Enterprise Services reserves the right to determine a bidders’ compliance with the requirements specified in this IFB and to waive informalities in a bid. Informality is an immaterial variation from the exact requirements of the competitive IFB, having no effect or merely a minor or negligible effect on quality, quantity, or delivery of the supplies or performance of the services being procured, and the correction or waiver of which would not affect the relative standing of, or be otherwise prejudicial, to bidders.
- 3.6. **BID SUBMITTAL CHECKLIST – REQUIRED BID SUBMITTALS.** This section identifies the bid submittals that must be provided to Enterprise Services to constitute a responsive bid. The submittals may be delivered in hard copy or electronically as set forth below. Bids that do not include the submittals identified below may be rejected as nonresponsive. In addition, a bidder’s failure to complete any submittal as instructed may result in the bid being rejected. Bidders must identify each page of the submittals and any supplemental materials with the bidder’s name.
- ☐ **EXHIBIT A1 – BIDDER’S CERTIFICATION**
This document is the Bidder’s Certification.
Complete the certification (insert name of bidder, date, and sign), attach to the bid along with any exceptions, and submit to Enterprise Services.
 - ☐ **EXHIBIT A2 – BIDDER PROFILE**
This document is required information for contract administration purposes.
Complete as instructed and submit with the bid to Enterprise Services.

- ☐ **EXHIBIT B - SPECIFICATIONS**
Bidder will need to confirm that they meet or exceed the detailed specifications addressed in [Exhibit B – Specifications](#).
- ☐ **DESCRIPTIVE FLIERS OR CATALOGS**
Bidder will provide fliers or catalogs describing how the product is equal in quality, function and performance to specifications
- ☐ **EXHIBIT C - PRICE WORKSHEET**
Bidder will need to complete the price worksheet templates as instructed in [Exhibit C – Bid Price](#).
- ☐ **AUTHORIZED DISTRIBUTOR**
Bidder shall provide a current, dated, signed authorization from the manufacturer that the bidder is an authorized distributor.

3.7. **SUBMITTING BIDS.** Your electronic bid must be delivered to the following:

Email Bids to:	DESCPRMEnvironProtec@des.wa.gov

- Enterprise Services email boxes can only accept emails that total less than 30MB in size. Bidders are cautioned to keep email sizes to less than 25MB to ease delivery. If files exceed 30MB send multiple emails clearly labelled (1 of 2, etc.). Zipped files cannot be accepted.

SECTION 4 – BID EVALUATION

This section identifies how Enterprise Service will evaluate IFB bids.

4.1. **OVERVIEW.** Enterprise Services will evaluate bids for this IFB as described below.

- Bidder responsiveness, specification, price factors and responsibility, will be evaluated based on the process described herein.
- Bidders whose bids are determined to be non-responsive will be rejected and will be notified of the reasons for this rejection.
- Enterprise Services reserves the right to: (1) Waive any informality; (2) Reject any or all bids, or portions thereof; (3) Accept any portion of the items bid unless the bidder stipulates all or nothing in their bid; (4) Cancel an IFB and re-solicit bids; and/or (5) Negotiate with the lowest responsive and responsible bidder to determine if that bid can be improved.
- Enterprise Services will use the following process and evaluation criteria for an award of a Master Contract:
 - **Step 1: Responsiveness.**
 - **Step 2: Specification Evaluation.**
 - **Step 3: Pricing Evaluation.**
 - **Step 4: Responsibility Analysis.**

- 4.2. **RESPONSIVENESS (STEP 1).** Enterprise Services will review bids – on a pass/fail basis – to determine whether the bid is ‘responsive’ to this IFB. This means that Enterprise Services will review each bid to determine whether the bid is complete – i.e., does the bid include each of the required bid submittals, are the submittals complete, signed, legible. Enterprise Services reserves the right – in its sole discretion – to determine whether a bid is responsive.
- 4.3. **SPECIFICATIONS EVALUATION (STEP 2).** Enterprise Services will utilize a stakeholder committee to evaluate each bid to ensure that each bidder’s product or service meets the specifications on a pass/fail basis. Enterprise Services reserves the right to request additional information or perform tests and measurements before selecting the Apparent Successful Bidder (“ASB”). A bidder’s failure to provide requested information to Enterprise Services within ten (10) business days may result in disqualification.
- 4.4. **BID PRICING EVALUATION (STEP 3).** Enterprise Services will evaluate bid prices – to identify the lowest evaluation total – by reviewing and comparing the submitted bid prices provided in Exhibit C.

Bidders may bid one or more product in one or more category. Bidder must provide a price per case for each product being bid. The price per case will be multiplied by the estimated annual use to form an extended price. The extended price will be used for evaluation purposes only.

The Bidder offering the lowest evaluated price per category, manufacturer, caliber, and bullet style will be considered for award. Enterprise Services intends to award to multiple Bidders in each category.

- 4.5. **RESPONSIBILITY ANALYSIS (STEP 4).** For responsive bids, Enterprise Services will make reasonable inquiry to determine the responsibility of any bidder. Determination of responsibility will be made on a pass/fail basis.
- Financial Information: Enterprise Services may request financial statements, credit ratings, references, record of past performance, clarification of bidder’s offer, on-site inspection of bidder’s or subcontractor’s facilities, or other information as necessary. Failure to respond to these requests may result in a bid being rejected as non-responsive.
 - References: Enterprise Services reserves the right to use references to confirm satisfactory customer service, performance, satisfaction with service/product, knowledge of products/service/industry and timeliness. Any negative or unsatisfactory reference can be reason for rejecting a bidder as non-responsible.
- 4.6. **ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER.** Enterprise Services will determine the Apparent Successful Bidders (“ASB”). The ASB will be the responsive and responsible bidders that meet the IFB requirements and has the lowest price evaluation total as calculated using the tool set forth in [Exhibit C – Bid Price](#).
- Designation as an ASB does not imply that Enterprise Services will issue an award for a Master Contract to your firm. Rather, this designation allows Enterprise Services to perform further analysis and ask for additional documentation. The bidder must not construe this as an award, impending

award, attempt to negotiate, etc. If a bidder acts or fails to act as a result of this notification, it does so at its own risk and expense.

- Upon announcement of the ASB, bidders may request a debrief conference as specified in [Exhibit E – Complaint, Debrief & Protest Requirements](#).

4.7. **AWARD OF MASTER CONTRACT.** Subject to protests, if any, Enterprise Services and the ASB will enter into a Master Contract for Ammunition as set forth in [Exhibit D – Master Contract](#).

- An award, in part or full, is made and a contract formed by signature of Enterprise Services and awarded bidder(s) on the Master Contract. Enterprise Services reserves the right to award on an all-or-nothing consolidated basis.
- Following the award of the Master Contract, all bidders will receive a Notice of Award, usually through an email to the bidder's email address provided in the bidder's bid.

4.8. **BID INFORMATION AVAILABILITY.** Enterprise Services will post bid evaluations to the Enterprise Services' website.

4.9. **ADDITIONAL AWARDS.** Enterprise Services reserves the right, during the resulting Master Contract term, to make additional Master Contract awards to responsive, responsible bidders who are not awarded a Master Contract. Such awards would be on the same or substantially similar terms and conditions and would be designed to address a Contractor vacancy (e.g., a contractor is terminated or goes out of business), respond to Purchaser needs, or be in the best interest of the State of Washington.

EXHIBIT A1 – BIDDER’S CERTIFICATION

Bidder must complete and submit via email one signed copy of Exhibit A1 – Bidder’s Certification titled: **02616_A1_CompanyName** as a Microsoft Word or PDF document.



Exhibit A1.docx

EXHIBIT A2 – BIDDER’S PROFILE

Bidder must complete and submit via email one electronic copy of Exhibit A2 – Bidder’s Profile titled: **02616_A2_CompanyName** as a Microsoft Word or PDF document.



Exhibit A2.docx

EXHIBIT B – AMMUNITION SPECIFICATIONS

Bidder must complete and submit via email one electronic copy of Exhibit B – Specifications titled: **02616_B_CompanyName** as a Microsoft Word document following the instructions at the top form.



Exhibit B.doc

EXHIBIT C – BID PRICE

Bidder must complete and submit via email one electronic copy of Exhibit C – Bid Price titled: **02616_C_CompanyName** as a Microsoft Excel document following the instructions at the top of the form.



ExhibitC.xlsx

EXHIBIT D – MASTER CONTRACT

Exhibit D is a proposed master contract for your review. A final contract will be signed upon award.



Exhibit D.docx

EXHIBIT E – COMPLAINT, DEBRIEF, & PROTEST REQUIREMENTS

This appendix details the applicable requirements for complaints, debriefs, and protests.

Complaints

This IFB offers a complaint period for bidders wishing to voice objections to this solicitation. The complaint period ends five (5) business days before the bid due date. The complaint period is an opportunity to voice objections, raise concerns, or suggest changes that were not addressed during the Question & Answer Period or at the Pre-Bid Conference. Failure by the bidder to raise a complaint at this stage may waive its right for later consideration. Enterprise Services will consider all complaints but is not required to adopt a complaint, in part or in full. If bidder complaints result in changes to the IFB, written amendments will be issued and posted on WEBS.

- *Criteria for Complaint:* A formal complaint may be based only on one or more of the following grounds: (a) The solicitation unnecessarily restricts competition; (b) The solicitation evaluation or scoring process is unfair or flawed; or (c) The solicitation requirements are inadequate or insufficient to prepare a response.
- *Initiating A Complaint:* A complaint must: (a) Be submitted to and received by the Procurement Coordinator no less than five (5) business days prior to the deadline for bid submittal; and (b) Be in writing (see *Form and Substance, and Other* below). A complaint should clearly articulate the basis of the complaint and include a proposed remedy.
- *Response:* When a complaint is received, the Procurement Coordinator (or designee) will consider all the facts available and respond in writing prior to the deadline for bid submittals, unless more time is needed. Enterprise Services is required to promptly post the response to a complaint on WEBS.
- *Response is Final:* The Procurement Coordinator's response to the complaint is final and not subject to administrative appeal. Issues raised in a complaint may not be raised again during the protest period. Furthermore, any issue, exception, addition, or omission not brought to the attention of the Procurement Coordinator prior to bid submittal may be deemed waived for protest purposes.

Debrief Conferences

A Debrief Conference is an opportunity for a bidder and the Procurement Coordinator to meet and discuss the bidder's bid. A debrief is a required prerequisite for a bidder wishing to file a protest. Following the evaluation of the bids, Enterprise Services will issue an announcement of the ASB. That announcement may be made by any means, but Enterprise Services likely will use email to the bidder's email address provided in the Bidder's Profile. Bidders will have three (3) business days to request a Debrief Conference. Once a Debrief Conference is requested, Enterprise Services will offer the requesting bidder one meeting opportunity and notify the bidder of the Debrief Conference place, date, and time. Please note, because the debrief process must occur before making an award, Enterprise Services likely will schedule the Debrief Conference shortly after the announcement of the ASB and the bidder's request for a Debrief Conference. Enterprise Services will not allow the debrief process to delay the award. Therefore, bidders should plan for contingencies and alternate representatives; bidders who are unwilling or unable to attend the Debrief Conference will lose the opportunity to protest.

- *Timing:* A Debrief Conference may be requested by a bidder following announcement of the Apparent Successful Bidder.
- *Purpose of Debrief Conference:* Any bidder who has submitted a timely bid response may request a Debrief Conference (see *Form and Substance, and Other* below). A Debrief Conference provides an opportunity for the bidder to meet with Enterprise Services to discuss its bid and evaluation.
- *Requesting a Debrief Conference:* The request for a Debrief Conference must be made in writing via email to the Procurement Coordinator and received within three (3) business days after the announcement of the Apparent Successful Bidder. Debrief conferences may be conducted either in person at the Enterprise Services offices in Olympia, Washington, or by telephone, as determined by Enterprise Services, and may be limited by Enterprise Services to a specified period of time. The failure of a bidder to request a debrief within the specified time and attend a debrief conference constitutes a waiver of the right to submit a protest. Any issue, exception, addition, or omission not brought to the attention of the procurement coordinator before or during the debrief conference may be deemed waived for protest purposes.

Protests

Following a Debrief Conference, a bidder may protest the award of the Master Contract.

- *Criteria for a Protest:* A protest may be based only on one or more of the following: (a) Bias, discrimination, or conflict of interest on the part of an evaluator; (b) Error in computing evaluation scores; or (c) Non-compliance with any procedures described in the IFB.
- *Initiating a Protest:* Any bidder may protest an award to the ASB. A protest must: (a) Be submitted to and received by the Procurement Coordinator, within five (5) business days after the protesting bidder's Debriefing Conference (see *Form and Substance, and Other* below); (b) Be in writing; (c) Include a specific and complete statement of facts forming the basis of the protest; and (d) Include a description of the relief or corrective action requested.
- *Protest Response:* After reviewing the protest and available facts, Enterprise Services will issue a written response within ten (10) business days from receipt of the protest, unless additional time is needed.
- *Decision is Final:* The protest decision is final and not subject to administrative appeal. If the protesting bidder does not accept Enterprise Services' protest response, the bidder may seek relief in Thurston County Superior Court.

Communication during Complaints, Debriefs, and Protests

All communications about this IFB, including complaints, debriefs, and protests, must be addressed to the Procurement Coordinator unless otherwise directed.

- *Form, Substance, & Other:* All complaints, requests for debrief, and protests must (a) Be in writing; (b) Be signed by the complaining or protesting bidder or an authorized agent, unless sent by email; (c) Be delivered within the time frame(s) outlined herein; (d) Identify the solicitation number; (e) Conspicuously state "Complaint," "Debrief" or "Protest" in any subject line of any

correspondence or email, and (f) Be sent to the address identified in the table below.

- *Complaints & Protests:* All complaints and protests must (a) State all facts and arguments on which the complaining or protesting bidder is relying as the basis for its action; and (b) Include any relevant documentation or other supporting evidence.

How to contact Enterprise Services

Complaint

Email

To the Procurement Coordinator
listed in this IFB.

Subject line must include "Complaint"

Mail

(**Name** of Procurement Coordinator)
Contracts, Procurement and Risk Mgmt.
Department of Enterprise Services,
P. O. Box 41411
Olympia, WA 98504-1411

Debrief Conference

Email

To the Procurement Coordinator
listed in this IFB.

Subject line must include "Debrief"

Protest

Email

To the procurement coordinator
listed in this IFB.

Subject line must include "Protest"

Mail

(**Name** of Procurement Coordinator)
Contracts, Procurement and Risk Mgmt.
Department of Enterprise Services
P. O. Box 41411
Olympia, WA 98504-1411

EXHIBIT F— DOING BUSINESS WITH THE STATE OF WASHINGTON

Washington's Public Records Disclosure Act

All documents submitted by bidders to Enterprise Services as part of this procurement will become public records. Such records are subject to public disclosure unless specifically exempt under RCW chapter 42.56. Enterprise Services strongly discourages submittal of confidential material – i.e. any portion of your submittal clearly marked “Confidential,” “Proprietary,” or “Trade Secret” (or the equivalent). In the event Enterprise Services receives a public records request, for such documents, Enterprise Services will notify such bidder of the date of disclosure and it is that bidder's responsibility to take legal action to block disclosure if it chooses to do so. Enterprise Services will not withhold or redact your documents without a court order requiring such action.

Economic Goals

In support of the state's economic goals bidders are encouraged to consider the following in responding to this IFB:

- Support for a diverse supplier pool, including, veteran-owned, minority-owned and women-owned business enterprises. Results Washington has established for this IFB voluntary numerical goals of:
 - Ten (10) percent minority-owned businesses (MBE);
 - Six (6) percent women-owned businesses (WBE);
 - Five (5) percent veteran-owned businesses (VB).

Achievement of these goals is encouraged whether directly or through subcontractors. Bidders may contact the [Office of Minority and Women's Business Enterprises](#) for information on certified firms or to become certified.

- Enterprise Services is directed, by the Washington State Legislature, to “develop procurement policies, procedures, and materials that encourage and facilitate state agency purchase of goods and services from Washington small businesses.” See RCW 39.26.005.
- Veterans and U.S. active duty, reserve or National Guard service-members are eligible for the registry. The veteran or service-member must control and own at least fifty-one (51) percent of the business and the business must be legally operating in the State of Washington. Control means the authority or ability to direct, regulate or influence day-to-day operations.

Environmental Goals

In support of the state's environmental goals bidders are encouraged to consider the following in responding to this IFB:

- Use of environmentally preferable goods and services, including post-consumer waste and recycled content.
- Products made or grown in Washington.

Resources

- Register for free for solicitation notices at the Washington Electronic Business Solution (WEBS)
www.des.wa.gov/services/ContractingPurchasing/Business/Pages/WEBSRegistration.aspx.
- If you qualify as a Washington small business, identify yourself in WEBS. Call WEBS Customer Service at 360-902-7400.
- Contact the Washington State Office of Minority and Women's Business Enterprises about state and federal certification programs at 866-208-1064 or www.omwbe.wa.gov.
- Contact the Washington State Department of Veterans' Affairs about certification at (360) 725-2169 or www.dva.wa.gov.
- Servando Patlan, Business Diversity and Outreach Manager at the Washington State Department of Enterprise Services: (360) 407-9390 or servando.patlan@des.wa.gov.



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order Number: PO-58603
Revision Number: 0
Purchase Order Date: 1/28/22

This Purchase Order number **MUST** appear on all invoices, packing lists, and correspondence related to this order.

San Diego Police Equipment Co Inc
 8205-A Ronson Rd
 San Diego, CA 92111

Submit Invoice To:

City of Vancouver
 Allen Carman
 P.O. Box 1995
 Vancouver, WA 98668
 Allen.Carman@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Allen Carman
 Police - Headquarters (Evergreen Blvd)
 605 E Evergreen Blvd
 Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Allen Carman / (360) 487-7495 Allen.Carman@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Amount
1	9MM LUGER 147GR ST HP HG DUTY AMMO P9HST2 WA 02616	2	Case	304.42	608.84
	.223 REM 62GR BONDED SOFT POINT RIFLE DUTY AMMO LE223T3 WA 02616	14	Case	221.49	3,100.86
2	9MM LUGER 147GR FMJ HG PRACTICE AMMO AE9FP WA 02616	100	Case	206.07	20,607.00
	.223 REM 62GR BONDED SOFT POINT RIFLE PRACTICE AMMO AE223N WA 02616	200	Case	209.72	41,944.00
				Subtotal:	\$66,260.70
				Tax:	\$5,632.16
				Total:	\$71,892.86

Note to Supplier

Enter this URL <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the General terms and conditions or the Professional Services terms and conditions, whichever apply to this purchase order. Any amendments to this purchase order take full precedent over said terms and conditions.



Authorized Signature



Staff Report: 043-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/4/2022

SUBJECT Interlocal Agreement: COV-VHA Joint Outreach Lieser School Redevelopment

Key Points

- The Lieser School Redevelopment Project is a future mixed-use development project that is projected to include affordable housing, a fire station, a public park and an early childhood learning center.
- The Lieser School Redevelopment Project is a collaboration between the Vancouver Housing Authority (VHA), Educational Opportunities for Children and Families (EOCF) and the City of Vancouver, where the VHA plans to sub-divide the tax lots to sell subdivided tax lots to project partners, including the City, which will allow the City to develop a fire station and a public park at the site.
- The VHA, in compliance with its established procurement processes, contracted with Salazar Architect Inc. on design of the affordable housing buildings and community engagement activities for the project as a whole.
- Community engagement activities – including outreach, listening, relationship-building, and information gathering with community members and groups – will assist in developing portions of the affordable housing design, site plan and City of Vancouver planning efforts, including the development of a fire station and a park. Deliverables include but are not limited to the execution of outreach activities, development of summary memos documenting information gathered through said activities, and a final community engagement report to be submitted to VHA and the City.
- The City will reimburse the VHA for one half (50%) of the total costs associated with community engagement activities, not to exceed \$50,000, which reflects a proportionate allocation of the cost of community engagement services.

Strategic Plan Alignment

GOAL 2: Provide effective, innovative and well-resourced police, fire and emergency medical services

GOAL 4: Ensure that Vancouver's parks and trails system is the highest quality and most complete in the region

Present Situation

The Vancouver Housing Authority purchased the former Lieser School site, located at 301 S Lieser Road, after receiving a state grant to co-locate early childcare providers with affordable housing. The Lieser School Redevelopment Project is a collaboration between the VHA, EOCF and the City of Vancouver to include the following elements:

- Affordable housing (VHA)
- Early childhood learning center (EOCF)
- Relocation of Fire Station #3 (City of Vancouver)
- Update Lieser School Park (City of Vancouver)

The Lieser site has sufficient overall size to accommodate the VHA land needs for the affordable housing and the early childhood development facility, preservation of a park equivalent to the current park on site, and a Fire Station. On February 8, 2022, voters approved Proposition No. 2, which, among other things, provided funding for the replacement and relocation of two fire stations, Fire Station 6 and 3. The location of the Lieser parcel is consistent with the Fire service location specifications for Station 3, and the City has been working with VHA to explore viability of the location for this purpose in the context of a master plan for the site with an intent to ultimately purchase the property. The Lieser Park already includes a playground and a walking path, but is not currently a formal City-owned park. As part of this project, the park is anticipated to be transferred to City ownership and future improvements will be identified in coordination with the community, allowing for the addition of a permanent, high quality recreation opportunity for area residents.

The VHA contracted with Salazar Architect Inc. to complete the design on the affordable housing units, as well as community engagement for the entire project. Community engagement will assist in developing portions of the affordable housing design, site plan and City of Vancouver planning efforts, including the development of a fire station and a park. Community Engagement activities will include at a minimum:

- Outreach to neighborhood associations
- Focused outreach to historically marginalized communities
- Creation of maps, diagrams and other materials for engagement activities
- Open house(s)
- Popup events
- Surveys and focus groups

Salazar Architect Inc. created a community engagement scope of work and fee proposal totaling \$83,020. The City and VHA agree that a proportionate allocation of the cost of community engagement services would be a 50/50 split. Therefore, upon completion of the community engagement activities (scheduled for June 2022), the City would reimburse the VHA for one half (50%) of the total costs associated with community engagement activities, not to exceed \$50,000, as stated in the attached Interlocal Agreement. This not-to-exceed amount will assure flexibility to the partnership in support of community engagement needed for the project.

Advantage(s)

1. Fund outreach needed for the relocation of Fire Station 3 to this location, which was included in the voter approved Proposition No.

2. Fund outreach needed for desired updates at the Lieser park.

Disadvantage(s)

None

Budget Impact

- Existing appropriation will be utilized to cover the proportionate to the City projects outreach process with the community.

Prior Council Review

N/A

Action Requested

Staff recommend that the Council approve the Interlocal Agreement between City of Vancouver and Vancouver Housing Authority for Community Engagement Services and authorize the City Manager to sign the Interlocal Agreement and any related documents necessary to implement the scope of work for community engagement activities for the Lieser School Redevelopment Project.

Rebecca Kennedy, Deputy Community Development Director, 360-487-7896

ATTACHMENTS:

- Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN
CITY OF VANCOUVER (CITY)
AND
THE HOUSING AUTHORITY OF THE CITY OF VANCOUVER (VHA)
FOR
COMMUNITY ENGAGEMENT SERVICES**

THIS IS AN INTERLOCAL AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, Chapter 39.34 RCW, between the City of Vancouver, a Washington municipal corporation, (“City”) and The Housing Authority of the City of Vancouver (“VHA”) to provide proportionate City funding for the community engagement activities that VHA has contracted for in relation to the Lieser School Redevelopment Project, located at 301 S Lieser Road Vancouver, WA 98664, tax lot identification numbers 37916081, 37916085, and 37910411

WHEREAS, pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act), one or more public entities may contract with one another to perform government services which each is by law authorized to perform; and

WHEREAS, the Lieser School Redevelopment Project is a future mixed-use development project that is projected to include affordable housing, a fire station, a public park, and an early childhood learning center; and

WHEREAS, the Lieser School Redevelopment Project is a collaboration between VHA and the City, where VHA plans to sub-divide the tax lots to sell subdivided tax lots to project partners including the City, which will allow for the development of a fire station and public park area; and

WHEREAS, outreach, listening, relationship-building and information gathering with community members and groups (“Community Engagement Activities”) will assist in

developing portions of the affordable housing design, site plan and the City's planning efforts, including development of a fire station and public park; and

WHEREAS, VHA has completed a Request for Proposals (RFP) process, in compliance with its established procurement processes, and has selected Salazar Architects Inc. ("Salazar") as the project architect who will lead the Community Engagement Activities; and

WHEREAS, the City and VHA have reviewed and approved the cost proposal, scope of work, and schedule for the Community Engagement Activities proposed by Salazar; and

WHEREAS, the Community Engagement Activities are expected to begin March of 2022 and completed in June of 2022 in conjunction with the submittal of an application to re-zone the property; and

WHEREAS, VHA has executed a contract with Salazar for Community Engagement Activities described in the scope of work of their proposal which is set forth in Exhibit A; and

WHEREAS, the City agrees to reimburse the VHA for one half (50%) of the total costs of the Community Engagement Activities, not to exceed \$50,000, which the City and VHA agree represents a proportionate allocation of the costs of Community Engagement Activities. As set forth in Exhibit A, Salazar has provided a scope of work and fee proposal totaling \$83,020.

NOW, THEREFORE,

THE CITY AND VHA agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is for the City and VHA to jointly and proportionately fund Community Engagement Activities relating to the Lieser School Redevelopment Project.

SECTION 2. COMMUNITY ENGAGEMENT ACTIVITIES AND PAYMENT FOR CONTRACTED SERVICES. The parties agree to cooperate in the development and

implementation of the Community Engagement Activities relating to the Lieser School Redevelopment Project. To this end, in consultation with the City, VHA has contracted with Salazar for Community Engagement Activities benefiting VHA and the City. The agreed upon fee proposal and scope of work provided by Salazar is attached hereto as Exhibit A. Upon Salazar's completion of the services described in Exhibit A and upon receipt of a billing from Salazar and payment by VHA for such services, VHA shall bill the City for fifty percent (50%) of the cost of the Community Engagement Activities; provided that the total amount billed to the City shall not exceed \$50,000. The parties agree that their respective funding contributions represent a proportionate allocation of the cost of the services that benefit both public agencies. The parties agree to jointly participate and cooperate in directing the services performed by Salazar and that the parties will have joint access and ownership of any materials and work product produced and delivered by Salazar in connection with the Community Engagement Activities set forth in Exhibit A.

SECTION 3. TERM. The term of the Agreement is one (1) year from the date of the last signature.

SECTION 4. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing 30 days prior to termination. In the event of termination, the City agrees to pay 50% of the services incurred by Salazar as of the date of termination, provided that such costs shall not exceed \$50,000.

SECTION 4. AGREEMENT CONTACTS AND ADMINISTRATION. The City and VHA contacts listed below will be responsible for managing the daily activities under this agreement:

- A. City of Vancouver (Community Engagement and Coordination):** William Cooley, Community Engagement Manager
Address: 415 W 6th Street, Vancouver, WA 98660
Phone: 360-624-0718
Email: William.Cooley@cityofvancouver.us
- B. City of Vancouver (Parks, Recreation and Cultural Services Department):** Julie Hannon, Parks Director
Address: 415 W 6th Street, Vancouver, WA 98660
Phone: 360-487-8309
Email: Julie.Hannon@cityofvancouver.us
- C. City of Vancouver (Fire Department):** Nathan Leek, Deputy Fire Chief
Address: 415 W 6th Street, Vancouver, WA 98660
Phone: 360-487-7204
Email: Nathan.Leek@cityofvancouver.us
- D. Vancouver Housing Authority:** Jeff Lane, VHA Development Project Manager
Address: 2500 Main Street, Vancouver, WA 98660
Phone: 360-993-9523
Email: jlane@vhausa.com

SECTION 5. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned herein, and no prior Agreements shall be effective to the contrary.

SECTION 6. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 7. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the City and VHA have caused this Agreement to be executed on the dates set forth below.

CITY OF VANCOUVER:

VANCOUVER HOUSING
AUTHORITY:

Eric Holmes, City Manager

Roy Johnson, Executive Director

Date:

Date:

ATTEST:

Natasha Ramras, City Clerk

APPROVED AS TO FORM:

Taylor Hallvik, Assistant City Attorney

EXHIBIT A
(Community Engagement Scope of Work)

[See Attached]



Salazar Architect Inc.
2222 NE Oregon, Suite 101
Portland, OR 97232
(503) 702-2575
www.salazarch.com

Vancouver Housing Authority
2500 Main Street
Vancouver, WA 98660

March 2, 2022 *Via Email*

Re: Fee Proposal for Lieser School Site Redevelopment

Dear Jeffrey Lane,

We are pleased to submit this Fee Proposal for the Lieser School Site Redevelopment Zone Change Studies and Community Engagement. Should you have any questions please do let our team know.

I. PROJECT DESCRIPTION

Vancouver Housing Authority is looking to redevelop the Lieser School site in partnership with the City of Vancouver and partner agencies. The redeveloped site will include a new fire station, parking lots, public community park, an early learning center, apartments and townhomes. The scope of work for this proposal includes site studies to propose the appropriate zoning based on partner agency goals and community input. Community engagement will primarily center around the new road, scale of apartment development and the park program/use.

The City of Vancouver will be providing the zone change application based on the team's recommendations.

II. ARCHITECT'S TEAM

Salazar Architect Inc.	Architect
Harper Houf Peterson Righellis Inc.	Land Use Planning

III. OWNER'S TEAM

Vancouver Housing Authority	Owner
City of Vancouver	Project Partner
Vancouver Parks Department	Project Partner
Vancouver Fire Department	Project Partner

IV. SCOPE OF SERVICES

See Attachment memo (Exhibit E)

V. DELIVERABLES

See Attachment memo (Exhibit E)

VI. SCHEDULE

See Attachment Exhibit F

VII. COMPENSATION

Per the attached Exhibit D: Fee Schedule

VIII. INVOICING

Invoices will be monthly by email and are due upon receipt. Invoices are late after 30 days. Late invoices will be billed an additional 1.5% for each month of non-payment.

IX. INSURANCE

Salazar Architects Inc. is insured with a \$2 mil. professional liability policy. Additional insurance for the project is available for an additional fee.

X. ADDITIONAL SERVICES

If required, per the attached Exhibit A: Hourly Rates.

XI. REIMBURSABLE EXPENSES

If required, per the attached Exhibit B: Reimbursable Schedule.

XII. CONDITIONS AND ASSUMPTIONS

1. Salazar Architect Inc.'s involvement covers the specific scope of work described above and does not cover items not specifically included. The prices quoted are valid for 60 days of the date of this fee proposal.
2. In addition, our standard terms listed in Exhibit C: Conditions and Assumptions (attached) is incorporated into this agreement.

On behalf of Salazar Architect Inc. we appreciate your consideration of this proposal and we look forward to the opportunity to work with you. Please call Alex or Jennifer on their direct lines if you have any questions. You may acknowledge your acceptance of this proposal by signing below and returning one copy to our office. Your signature allows us to initiate services.

Sincerely,

Alex Salazar, AIA
Principal, Salazar Architect Inc.
asalazar@salazarch.com
cell (510) 710-8008

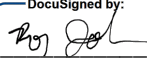

Jennifer Nye, AIA
Associate Principal, Salazar Architect Inc.
jnye@salazarch.com
cell (971) 235-5277

Jennifer Nye
C=US,
E=jnye@salazarch.com,
O="Salazar Architect, Inc",
CN=Jennifer Nye
2022.03.02 16:17:34-08'00'

Attachments:

Exhibit A: Hourly Rates
Exhibit B: Reimbursable Schedule
Exhibit C: Conditions and Assumptions
Exhibit D: Fee Schedule
Exhibit E: Scope Memo
Exhibit F: Schedule

Fee Proposal accepted on behalf of Vancouver Housing Authority:

DocuSigned by:

27AC247431324F0...
Signature

Roy Johnson

Name

Executive Director

Title

3/23/2022

Date



Salazar Architect Inc.
 2222 NE Oregon St., Suite 101
 Portland, OR 97232
 (503) 702-2575
 www.salazarch.com

December 30, 2021

EXHIBIT A: HOURLY RATES

<u>Ownership / Management</u>	<u>\$ Per Hour</u>
Founding Principal / President	\$236
Managing Principal	\$236
 <u>Administration</u>	
Director of Communications & Engagement	\$163
Graphic Design / Administrative Staff	\$101
 <u>Project Management</u>	
Associate Principal / Senior PM	\$193
Senior Associate / Senior PM	\$179
Senior Project Manager - Sacramento	\$198
Senior Project Manager	\$168
Associate / Project Manager	\$154
Project Manager	\$150
 <u>Staff</u>	
Senior Architect/ Senior Foreign Architect	\$159
Senior Architectural Staff	\$137
Senior Interior Designer	\$135
Architect III / Foreign Architect III	\$160
Architectural Staff III	\$133
Interior Designer III	\$127
Architect II / Foreign Architect II	\$144
Architectural Staff II	\$115
Interior Design II	\$122
Architect I / Foreign Architect I	\$113
Architectural Staff I	\$103
Interior Designer I	\$ 99
Designer	\$ 91

Notes:

1. Salazar Architect Inc. may adjust hourly rates every 6 months.
2. Consultant rates are available upon request.



Salazar Architect Inc.
2222 NE Oregon St., Suite 101
Portland, OR 97232
(503) 702-2575
www.salazarch.com

December 30, 2021

EXHIBIT B: Reimbursable Schedule

Direct Expenses	Fee
Reprographics by outside vendors	at cost + 10%
Workshop Supplies	at cost + 10%
Delivery Fees	at cost + 10%
In House printing, 8.5 x 11 and 11 x 17	included in contract (no cost)

Additional Out of Town Direct Expenses	Fee
Parking	at cost + 10%
Travel (air fare, lodging)	at cost + 10%
Car Rental or Car Share	at cost + 10%
Mileage	per federal standards
Travel and Per Diem	per federal standards

---END OF EXHIBIT---

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March 2, 2022

EXHIBIT C: CONDITIONS AND ASSUMPTIONS

1. Professional Standard

Architect shall provide all services required by this Agreement in a manner consistent with the degree of skill and care ordinarily exercised by members of the same profession currently practicing in the same locality as the Project, under similar circumstances ("Professional Standard"). Architect makes no warranty, certification or guarantee, and shall not be required to make any warranty, certification or guarantee as to its services or work product, except that they shall be performed and prepared consistent with the Professional Standard.

2. Environmental Hazards

Scope of services does not include any services related to environmental hazards, including but not limited to lead-based products or paint, mold, asbestos, asbestos products, polychlorinated biphenyls (PCB) or other hazardous or toxic materials.

3. Visual Inspection

Observations of the interior and exterior of the development will be performed by visual inspection. Moving of furnishings and possessions is not included. Any item of inspection that cannot be performed from grade and/or existing floors is excluded.

4. Codes

Upgrades required by governmental agencies and code revisions adopted on or after the date of this proposal are not included in this proposal.

5. Owner Information

Owner acknowledges that Architect and our consultants are entitled to reasonably rely on reports, data, studies, plans, specifications and other information provided to Architect by Owner and others performing services on behalf of Owner ("Owner Information"). Architect assumes no liability or responsibility for the accuracy of such Owner Information. Furthermore, Owner will defend and indemnify Architect from any loss or liability due to erroneous, incomplete, or insufficient Owner Information.

6. Termination

Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and should the failure to perform not be cured or corrected during the notice period. In the event of termination not due to Salazar Architect Inc.'s substantial non-performance, Salazar Architect Inc. shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due, including anticipated profit on the value of the services provided, without prejudice to any other rights or recourse. Salazar Architect Inc. may terminate this agreement for convenience, with not less than ten (10) days' notice to Owner. In the event Salazar Architect Inc. terminates for convenience, Salazar Architect Inc. shall be compensated for services performed prior to termination and reimbursed for Reimbursable Expenses then due.

9. Limitation of Liability

Owner, for itself, its successors, heirs and assigns agrees to limit the liability of the Architect, its officers, employees and sub-consultants, to Owner and to all third parties, arising from any cause or causes in any way arising out of or related to this agreement, including but not limited to defense costs, such that the total aggregate liability of Architect, its officers, employees and sub-consultants to all those named shall not exceed the actual proceeds of any insurance coverage available to cover Architect for any such liability. Owner expressly agrees that any liability arising out of this project shall be limited to the Architect and its applicable insurance and shall not be the basis of personal liability as to Architect's owners, officers, directors, or employees.

10. Instruments of Service

All the work product prepared by Architect , or on behalf of Architect , in connection with the Project are Instruments of Service solely for the exclusive use of the Owner for the Project. Architect and Architect 's consultants are the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Upon execution of this Agreement, Architect grants to Owner a nonexclusive license to use the Instruments of Service for the Project, provided that Owner performs its obligations under this Agreement, including prompt payment of all sums due under this Agreement. The Instruments of Service may not be used on any other project without Architect's prior written agreement. Owner shall indemnify, defend and hold Architect harmless from any liability due to the unauthorized use or modification of Architect's Instruments of Service permitted by Owner.

11. Other Fees

City application, permit fees, and system development type fees or assessments are not included in Architect's fee for services and will be the responsibility of the Owner.

---END OF EXHBIT---

**Exhibit D: FEE PROPOSAL**

Lieser School Redevelopment Community Engagement

Rev 2/11/2022

		Estimated Hours	Fee
Task 1	Define Goals	4	\$ 750
Task 2	Define target communities	13	\$ 1,720
Task 3	Design Studies	155	\$ 19,560
Task 4	Design & Production of Engagement Materials	140	\$ 17,950
Task 5	Engagement Events	200	\$ 26,800
Task 6	Zoning Recommendation	8	\$ 1,120
Task 7	Project Management	20	\$ 3,900
	HHPR Land Use Consulting	30	\$ 4,000
	Total Fee	570	\$ 75,800

Estimated Expenses

Columbian Notice	\$ 20
Site Sign (VFD 5x10)	\$ 1,000
Large Format Boards (Open house, PopUp events)	\$ 3,000
Gift Cards (focus groups, online thank you drawing)	\$ 2,700
Food (Open house, PopUp events)	\$ 500
Expenses Allowance	\$ 7,220

\$ 83,020

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Project Name: **Lieser School Redevelopment**
Project No: **2123**
To: Jeff Lane, Vancouver Housing Authority
Date: 2/11/2022, Revised 3/2/2022
Re: Community Engagement Concept Approach

Community Engagement preliminary goal: Coordinate community outreach with VHA and partner agencies to solicit community input on the overall density of the site, a proposed road connection, location of civic uses, and other site amenities. The community engagement will help inform the design team with informing recommended appropriate zoning district to accommodate an appropriate level of density for a multifamily development.

Task 1: Define Community Engagement goals for each partner agency. *Vancouver (Housing Authority, Vancouver Parks, Vancouver Fire, City of Vancouver)*

Task 1 Meetings: (1) online (2/17/2018)

Task 1 Deliverable: Written summary of partner agency goals.

Task 2: Define key community members/group for more targeted or early engagement.

- A. Vancouver Heights Neighborhood Association (Chair Park Llafet (Judi Bailey @ CoV can make connection))
- B. Nierenberg Center leadership/staff focus group
- C. Partner agency recommendations
- D. Research neighborhood demographics & identify potential underrepresented groups to target outreach. CoV to provide demographics research info from their equity mapping & EJ Screen. Based on demographics SAI will propose additional community groups to engage.

Task 2 Meetings: 0, email coordination

Task 2 Deliverable: List and contact information of people/organizations team will reach out to for CE.

Task 3: Design Studies for zoning density and site layout prior to CE events.

Task 3 Consultants: HHPR to provide high level input on zoning studies.

Task 3 Meetings w/VHA (partner agencies optional): (2-3) online

Task 3 Deliverables:

1. Neighborhood maps & diagrams.
2. Site plan options for CE events.
3. Massing studies at VHA's discretion.

Task 4: Design & produce various engagement materials.

Task 4 Meetings: none

Task 4 Deliverables:

1. School Communications (Peachjar, Family & Community Resource Centers, etc.)
2. Publication in the Columbian (open house)
3. Mailer (need to define boundary based on all partner agencies, 500' from site at min). CoV will take care of the physical mailing, SAI to provide content for city printing & mailing.
4. Post sign on site (5x10 per VFD)
5. Email (list from project partners). Assumes CoV and/or other email accounts, SAI to provide content for postings.
6. Social Media, including Next Door. Assumes CoV and/or other partner social media accounts, SAI to provide content for postings.
7. BeHeard Site (notification, online open house/survey, and report out tool). Assumes use of CoV's BeHeard site, SAI to design & upload information and monitor input. Assumes no video component; Spanish translation by CoV or VHA contract company or provide with additional service from SAI.
8. Take-home Info flyer for in-person engagement

Task 5: Engagement Events:

- A. Direct surrounding neighbor engagement – focus group (2) - preliminary and follow-up
- B. Neighborhood Association leadership focus group or full meeting
- C. Popup event(s): define locations & number (2 on site)
- D. Broad open house (on-site) w/clear report out methodology (website)

Task 5 Planning Meetings w/VHA (partner agencies optional): (3) online

Task 5 Deliverables:

1. Focus Group summary memo(s)
2. CE summary report

Task 6: Zoning Recommend memo based on input from partner agencies and community engagement the team will provide a summary memo for VHA/City of Vancouver.

Task 6 Consultants: HHPR to attend meeting(s) and provide high level input on recommendations.

Task 6 Meetings: (1) for discussion of CE and partner agency feedback prior to



writing memo.

Task 6 Deliverable: Recommendation memo.

Task 7: Provide Project Management and contract administration for the project including meeting choreography, invoicing, and contract negotiations,

Task 7 Meetings: none

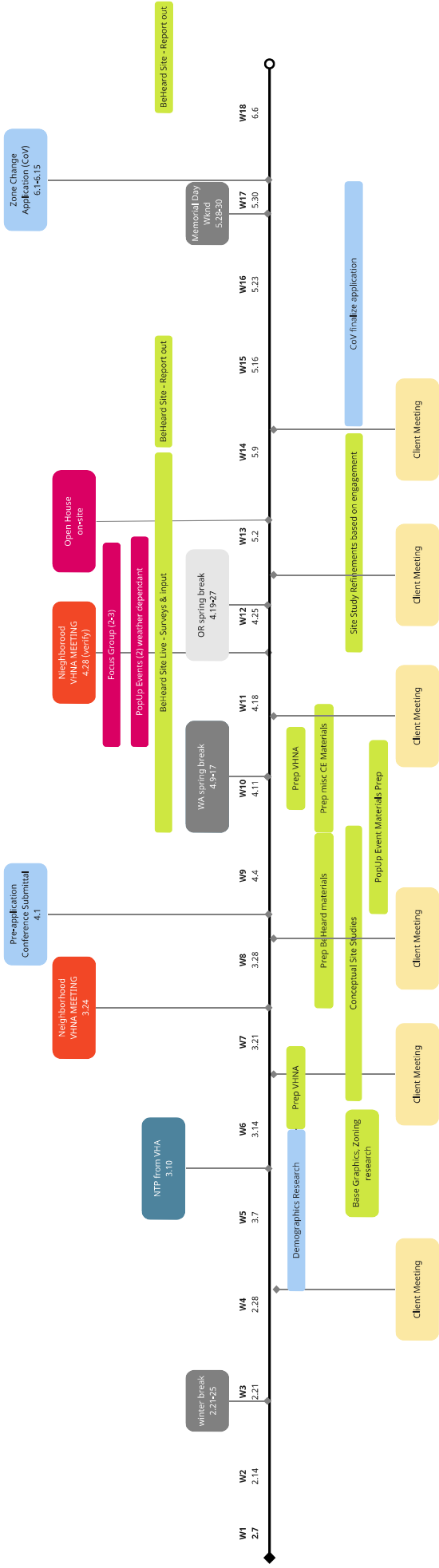
Task 7 Deliverables: none

Expenses:

1. USPS Notification
2. Colombian Notice
3. Site Sign
4. Large Format Boards for in person events
5. Gift Cards
6. Food

Schedule:

Pre-App submittal needs to happen by 4/1 zone change application deadline of 06/06-06/15.





Staff Report: 044-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/4/2022

SUBJECT Memorandum of Understanding With Washington Municipalities RE Opioid Litigation

Key Points

- City Council authorized the City Manager and City Attorney to commence litigation against "Opioid Manufacturers and any other appropriate or necessary persons and/or entities" for tortious conduct in relation to Opioid crisis;
- The City has been a party in multi-district litigation since 2019;
- Anticipated verdict in Washington trial involving State & Attorney General's Office suggest a united approach with other Washington local governments is appropriate to facilitate a resolution of dispute and allocation of settlements and/or judgments obtained by verdict.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Present Situation

Since 2015, local governments around the Country have been united in efforts seeking to hold the manufacturers, distributors, and pharmacies of opioids responsible for the harms caused to their residents. The City of Vancouver joined this fight in 2019, filing suit against a number of manufacturers, distributors and pharmacies. That lawsuit was then transferred to the Northern District of Ohio as part of a nationwide multi-district litigation. The lawsuit has been pending there ever since.

The City is hopeful that in the coming months, some of these defendants will begin to enter settlement negotiations that will enable state and local governments to recover sums and utilize those amounts to abate the harms caused by opioids. The City's outside counsel has prepared a Memorandum of Understanding for all local jurisdictions to join, which will establish a baseline and default allocation system. The defendants have requested this type of allocation agreement to

help spur settlement negotiations.

Under the proposed MOU, the City of Vancouver would ultimately recover roughly 1.73% of moneys allocated to local governments in the State of Washington, as outlined in Exhibit B to the MOU. For example, if a settlement with all defendants yielded a distribution of \$173 million to Washington's local governments, the City of Vancouver would be entitled to roughly \$3 million, all to be used for opioid abatement purposes as outlined in Exhibit A to the MOU.

The MOU does not specify an exact sum for which the City of Vancouver would accept as settlement, but rather established a default allocation structure to facilitate resolution and avoid unnecessary litigation with other Washington and SW Washington jurisdictions.

Advantage(s)

- Streamlines allocation of settlement funds in opioid litigation.
- Avoids unnecessary disputes with other Washington local governments

Disadvantage(s)

- Forecloses (possibly) a greater share of recovery vis-a-vis other Washington local governments, but the City would have to litigate for that result if it was desired.

Budget Impact

- If a settlement or verdict is reached, budget for police and fire services would be augmented to enable better services for those citizens negatively affected by the opioid crisis.

Prior Council Review

- Council approved Resolution M-4036 on September 16, 2019, which authorized City Manager and City Attorney to initiate litigation.
- Executive Session on March 21, 2022.

Action Requested

Authorize the City Manager, City Attorney, and/or designee to execute and approve the "One Memorandum of Understanding Between Washington Municipalities"

Dan Lloyd, Assistant City Attorney, 360-487-8500

ATTACHMENTS:

- ▢ MOU - Exhibit A
- ▢ MOU - Exhibit B
- ▢ MOU

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrback L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

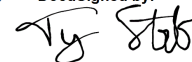
\$ 8,560,225.77 this 4th day of April 2022.

DocuSigned by:



00000000EC3424...
MAYOR

DocuSigned by:



00000000EC3424...
COUNCILMEMBER

DocuSigned by:



00000000EC3424...
AUDITING OFFICER

00000000EC3424...
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
March 21, 2022 - March 27, 2022	Accounts Payable Checks (see attached)	\$ 5,203,167.29
March 21, 2022 - March 27, 2022	Hansen City Payments (see attached)	\$ 19,366.76
March 21, 2022 - March 27, 2022	Visa Refunds (see attached)	\$ 2,563.42
March 21, 2022 - March 27, 2022	Payroll Checks (see attached)	\$ 3,335,128.30
TOTAL		\$ 8,560,225.77

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	3/21/2022	103,809.15	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	3/21/2022	45,897.60	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Manual Wire	No Reference	3/21/2022	579,692.20	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire	No Reference	3/21/2022	26,200.25	Washington Dental Service	
Procurement Card Payment	Manual Wire	No Reference	3/23/2022	1,426,480.61	CoV Procurement Card	
Supplier Payment	Manual Wire	No Reference	3/23/2022	335,991.14	Kaiser Permanente - Remit-To: Kaiser Permanente State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	3/24/2022	144.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Manual Wire	No Reference	3/25/2022	81,517.90	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	3/25/2022	7,403.57	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	3/25/2022	267,390.30	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	3/25/2022	683.00	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	3/25/2022	51,416.15	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	3/25/2022	1,085.92	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	3/25/2022	22,981.21	Washington SDU	
Supplier Payment	Manual Wire	No Reference	3/25/2022	6,040.90	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	3/25/2022	17,900.00	Western States Health & Welfare Trust	
			Manual Wire Total	2,993,282.34		
Cash Advance Payment	Direct Deposit	EFT-00139192	3/24/2022	108.75	Ryan Laddusaw	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00139193	3/24/2022	407.00	Richard Rich	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00139194	3/24/2022	999.00	Eric McCaleb	Travel Advance
Expense Payment	Direct Deposit	EFT-00139195	3/24/2022	225.00	Ryan Boyle	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00139196	3/24/2022	999.00	Sean Metevia	Travel Advance
Expense Payment	Direct Deposit	EFT-00139197	3/24/2022	184.28	John Zundel	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00139198	3/24/2022	999.00	Jeffrey Anaya	Travel Advance
Expense Payment	Direct Deposit	EFT-00139199	3/24/2022	168.16	Fernando Marmolejo	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139200	3/24/2022	184.28	Alan Fivian	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139201	3/24/2022	200.71	Gary Grimes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139202	3/24/2022	88.74	Jonas Van Skike	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139203	3/24/2022	102.00	Kenny Burt	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139204	3/24/2022	185.00	Drew Klaetsch	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139205	3/24/2022	185.00	Charlie Ahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00139206	3/24/2022	162.50	Darren McShea	Employee Reimbursement

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Expense Payment	Direct Deposit	EFT-00139207	3/24/2022	275.54	Craig Frantz	Employee Reimbursement
			Direct Deposit Total	5,473.96		
Supplier Payment	EFT	EFT-00139208	3/24/2022	474.00	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00139209	3/24/2022	2,449.33	Fire Systems West	
Supplier Payment	EFT	EFT-00139210	3/24/2022	2,943.81	Linguava Interpreters Inc	
Supplier Payment	EFT	EFT-00139211	3/24/2022	22,282.50	Economic Consultants Oregon Ltd	
Supplier Payment	EFT	EFT-00139212	3/24/2022	5,164.07	Council for the Homeless	
Supplier Payment	EFT	EFT-00139213	3/24/2022	6,872.16	Picard Corp	
Supplier Payment	EFT	EFT-00139214	3/24/2022	320.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00139215	3/24/2022	14,429.35	Sea Mar Community Health Center	
Supplier Payment	EFT	EFT-00139216	3/24/2022	194,885.33	Tapani Inc	
Supplier Payment	EFT	EFT-00139217	3/24/2022	287.02	Purple Communications Inc	
Supplier Payment	EFT	EFT-00139218	3/24/2022	297.50	Sharon Rice	
Supplier Payment	EFT	EFT-00139219	3/24/2022	3,451.02	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00139220	3/24/2022	6,750.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00139221	3/24/2022	822,239.76	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00139222	3/24/2022	28,349.74	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00139223	3/24/2022	40.73	Ziply Fiber	
Supplier Payment	EFT	EFT-00139224	3/24/2022	103,673.04	Jeffrey D. Barrar, PS	
Supplier Payment	EFT	EFT-00139225	3/24/2022	29,187.54	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00140922	3/25/2022	124.00	Legal Shield	
Supplier Payment	EFT	EFT-00140923	3/25/2022	22,164.54	IAFF Local #452	
Supplier Payment	EFT	EFT-00140924	3/25/2022	947.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00140925	3/25/2022	13,109.40	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00140926	3/25/2022	10,384.63	Vancouver Police Officer Guild	
			EFT Total	1,290,826.87		
Ad Hoc Payment	Check	1831	3/23/2022	7.25	Abraham Mendez	CPL Refund - VPD
Ad Hoc Payment	Check	1832	3/23/2022	183.00	ANDREA BLEASDELL	Replaces Check 15578
Ad Hoc Payment	Check	1833	3/23/2022	200.00	Anne McEnerny-Ogle	2022 Tree refund
Ad Hoc Payment	Check	1834	3/23/2022	939.31	Arthur Kulchitskiy	RES-317005
Ad Hoc Payment	Check	1835	3/23/2022	129.74	Bruce Powell or Cynthia Ozeroff	Utility Refunds: 0097001250-02
Ad Hoc Payment	Check	1836	3/23/2022	354.77	Burgess,Jeffrey	Utility Refunds: 0126002390-05 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1837	3/23/2022	35.98	Cornelius or Hannah Edison or Terryl Hanson	Utility Refunds: 0000006537-03
Ad Hoc Payment	Check	1838	3/23/2022	57.00	Cyber Acoustics LLC	CIVICGOV cust 640255 inv 77038553 prop. owner is respon.
Ad Hoc Payment	Check	1839	3/23/2022	61.47	D & F Plumbing Co	MPE-317689
Ad Hoc Payment	Check	1840	3/23/2022	36.31	Darrell Davidson Jr or Sneh L Davidson	Utility Refunds: 0138002570-01
Ad Hoc Payment	Check	1841	3/23/2022	302.74	Derek F Clink or Radha S Moorthy as Trustees	Utility Refunds: 0103001440-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1842	3/23/2022	279.78	Dillon,Irnie or Frank	Utility Refunds: 0103001438-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1843	3/23/2022	676.99	Doug Nelson	Claim Payment - DOL: 01/19/22 - Risk
Ad Hoc Payment	Check	1844	3/23/2022	50.76	D R Horton Inc Portland	Utility Refunds: 0500005197-01
Ad Hoc Payment	Check	1845	3/23/2022	52.15	Estate of William Smalley	Utility Refunds: 0106010175-12
Ad Hoc Payment	Check	1846	3/23/2022	1,281.66	Gavin Anderson	RES-317414
Ad Hoc Payment	Check	1847	3/23/2022	0.00	Greg Carlson	Canceled
Ad Hoc Payment	Check	1848	3/23/2022	184.00	Guerrero,Sonia or Rafael	Utility Refunds: 0039014801-08
Ad Hoc Payment	Check	1849	3/23/2022	163.00	Hecker,Joseph	Utility Refunds: 0045651024-06
Ad Hoc Payment	Check	1850	3/23/2022	91.00	Hooligans Sports Bar & Grill	CIVICGOV inv 77038523 cust 717073

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	1851	3/23/2022	12.10	Hurst,Naida and Thomas	Utility Refunds: 0046012702-02
Ad Hoc Payment	Check	1852	3/23/2022	4.22	Krueger,Lynda	Utility Refunds: 0093048400-09
Ad Hoc Payment	Check	1853	3/23/2022	71.31	Krystle Ruiz or Brian Ashburn	Utility Refunds: 0000001901-04
Ad Hoc Payment	Check	1854	3/23/2022	906.97	Larkspur Place, LP	Utility Refunds: 0082066116-04
Ad Hoc Payment	Check	1855	3/23/2022	800.21	Larkspur Place, LP	Utility Refunds: 0082066112-04
Ad Hoc Payment	Check	1856	3/23/2022	717.69	Larkspur Place, LP	Utility Refunds: 0082066110-04
Ad Hoc Payment	Check	1857	3/23/2022	573.06	Larkspur Place, LP	Utility Refunds: 0082066108-04
Ad Hoc Payment	Check	1858	3/23/2022	687.57	Larkspur Place, LP	Utility Refunds: 0082046002-04
Ad Hoc Payment	Check	1859	3/23/2022	723.26	Larkspur Place, LP	Utility Refunds: 0082000520-04
Ad Hoc Payment	Check	1860	3/23/2022	888.20	Larkspur Place, LP	Utility Refunds: 0082000524-04
Ad Hoc Payment	Check	1861	3/23/2022	682.90	Larkspur Place, LP	Utility Refunds: 0082000526-04
Ad Hoc Payment	Check	1862	3/23/2022	6.19	Lepley,Andrew	Utility Refunds: 0005005600-17
Ad Hoc Payment	Check	1863	3/23/2022	400.00	London,Margret A	Utility Refunds: 0061034413-26 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	1864	3/23/2022	244.30	Mill Plain Holdings LLC	Utility Refunds: 0031097700-04
Ad Hoc Payment	Check	1865	3/23/2022	234.00	Osheroff,Michael or Sheila	Utility Refunds: 0037005200-02
Ad Hoc Payment	Check	1866	3/23/2022	61.47	Prairie Electric, Inc	MPE-317486
Ad Hoc Payment	Check	1867	3/23/2022	10.68	Salti,Arwa	Utility Refunds: 0088081390-04
Ad Hoc Payment	Check	1868	3/23/2022	1,090.83	Sandh Inc	Bus Lic Fees Ref store closed in Jan 2022
Ad Hoc Payment	Check	1869	3/23/2022	25,486.65	Sark Point Inc.	6000596 SCIP Prog Ryan Davis/Victor Boomer-Jenks 2601 V St
Ad Hoc Payment	Check	1870	3/23/2022	185.00	Steve Forgette	Non-Employee Travel Expense Reimburse
Ad Hoc Payment	Check	1871	3/23/2022	159.00	Stevens,Jacob	Utility Refunds: 0083000938-05
Ad Hoc Payment	Check	1872	3/23/2022	61.47	SUNLIGHT ELECTRIC INC	MPE-317690
Ad Hoc Payment	Check	1873	3/23/2022	8,100.00	The Coalition for Clean Water	2022 Membership Dues - Frank/Annette
Ad Hoc Payment	Check	1874	3/23/2022	166.03	Torres,Brenda	Utility Refunds: 0108003430-03
Ad Hoc Payment	Check	1875	3/23/2022	204.75	Valerio,Matthew	Utility Refunds: 0000003882-02
Ad Hoc Payment	Check	1876	3/23/2022	1,500.00	White and Williams Development Co	Utility Refunds: 0414010000-01 Consolidated refund created from multiple refunds
Customer Refund	Check	1877	3/23/2022	18,516.27	SEA MAR COMMUNITY HEALTH CENTERS	Refund for overpayment
Supplier Payment	Check	1878	3/23/2022	6,108.75	Action Onsite Inc	
Supplier Payment	Check	1879	3/23/2022	312.48	Airgas, Inc	
Supplier Payment	Check	1880	3/23/2022	57,472.00	Angelo Property Co., LP	
Supplier Payment	Check	1881	3/23/2022	84.10	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	1882	3/23/2022	13,158.88	Arborscape Ltd Inc	
Supplier Payment	Check	1883	3/23/2022	1,404.07	Archaeological Services LLC	
Supplier Payment	Check	1884	3/23/2022	5,890.50	Barran Liebman LLP	
Supplier Payment	Check	1885	3/23/2022	3,773.73	Blairco Inc	
Supplier Payment	Check	1886	3/23/2022	127.07	Bound Tree Medical LLC	
Supplier Payment	Check	1887	3/23/2022	9,863.45	Brown & Wilson Partnership LLC	
Supplier Payment	Check	1888	3/23/2022	54,086.62	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	1889	3/23/2022	10,725.00	Bullard Law P. L.	
Supplier Payment	Check	1890	3/23/2022	893.82	Carahsoft Technology	
Supplier Payment	Check	1891	3/23/2022	42.09	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	1892	3/23/2022	14,513.50	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	1893	3/23/2022	300.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	1894	3/23/2022	2,694.26	Columbia Resource Company	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	1895	3/23/2022	188.29	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1896	3/23/2022	104.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1897	3/23/2022	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1898	3/23/2022	113.55	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	1899	3/23/2022	309.24	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	1900	3/23/2022	333.25	Courier Northwest	
Supplier Payment	Check	1901	3/23/2022	3,500.00	David Corey PHD PC	
Supplier Payment	Check	1902	3/23/2022	6,300.00	Davidson Benefits Planning	
Supplier Payment	Check	1903	3/23/2022	91,435.58	Del Sol Inc	
Supplier Payment	Check	1904	3/23/2022	764.23	Distinctive Landscape LLC	
Supplier Payment	Check	1905	3/23/2022	8,140.68	DKS Associates Inc	
Supplier Payment	Check	1906	3/23/2022	6,298.09	Envirolssues Inc	
Supplier Payment	Check	1907	3/23/2022	8,935.28	Esther Short Commons LLP	
Supplier Payment	Check	1908	3/23/2022	390.00	Evergreen School District 114	
Supplier Payment	Check	1909	3/23/2022	307.60	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	1910	3/23/2022	323.35	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	1911	3/23/2022	11,305.00	Gordon Tilden Thomas & Cordell LLP	
Supplier Payment	Check	1912	3/23/2022	752.20	Gordon Truck Centers	
Supplier Payment	Check	1913	3/23/2022	10,557.50	GSI Water Solutions, Inc.	
Supplier Payment	Check	1914	3/23/2022	7,410.39	GVP Ventures Inc	
Supplier Payment	Check	1915	3/23/2022	1,360.50	H&H Wood Recyclers	
Supplier Payment	Check	1916	3/23/2022	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	1917	3/23/2022	12,174.73	J.S. Held LLC	
Supplier Payment	Check	1918	3/23/2022	17,531.82	Janus Youth Programs Inc	
Supplier Payment	Check	1919	3/23/2022	1,725.00	Jeffrey Noble	
Supplier Payment	Check	1920	3/23/2022	100,534.14	Kar-Gor Inc	
Supplier Payment	Check	1921	3/23/2022	14,439.25	Kearns & West Inc	
Supplier Payment	Check	1922	3/23/2022	6,439.73	Kennedy Jenks Consultants - Remit-To: Kennedy Jenks Consulting	
Supplier Payment	Check	1923	3/23/2022	9,984.70	Kittelson & Associates Inc	
Supplier Payment	Check	1924	3/23/2022	36,387.56	Life Insurance Company of North America	
Supplier Payment	Check	1925	3/23/2022	6,975.60	Maul Foster & Alongi Inc	
Supplier Payment	Check	1926	3/23/2022	1,224.89	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	1927	3/23/2022	1,458.50	Murray Smith Inc	
Supplier Payment	Check	1928	3/23/2022	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	1929	3/23/2022	4,417.72	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	1930	3/23/2022	10,125.09	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	1931	3/23/2022	37,911.62	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	1932	3/23/2022	7,082.44	Parametrix, Inc	
Supplier Payment	Check	1933	3/23/2022	68,626.25	Parkeon	
Supplier Payment	Check	1934	3/23/2022	1,576.00	Petroleum Compliance Services	
Supplier Payment	Check	1935	3/23/2022	1,186.58	Portland Adventist Medical Center	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	1936	3/23/2022	9,756.12	PPC Solutions Inc	
Supplier Payment	Check	1937	3/23/2022	13,127.00	Public Safety Testing Inc	
Supplier Payment	Check	1938	3/23/2022	96.25	Quick Caption Inc	
Supplier Payment	Check	1939	3/23/2022	6,580.17	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	1940	3/23/2022	5,925.00	R & M Plant Procurement	
Supplier Payment	Check	1941	3/23/2022	495.02	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	1942	3/23/2022	2,258.43	Solid Waste Systems, Inc.	
Supplier Payment	Check	1943	3/23/2022	630.00	Summit Law Group	
Supplier Payment	Check	1944	3/23/2022	8,430.25	Tierra Right of Way Services LTD	
Supplier Payment	Check	1945	3/23/2022	284.55	TLC Towing	
Supplier Payment	Check	1946	3/23/2022	993.87	Towing & Recovering Services Inc	
Supplier Payment	Check	1947	3/23/2022	2,459.03	Triple J Enterprises	
Supplier Payment	Check	1948	3/23/2022	1,878.50	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	1949	3/23/2022	154.00	Vancouver Aire LLC	
Supplier Payment	Check	1950	3/23/2022	840.02	Vancouver Bolt and Supply Inc	
Supplier Payment	Check	1951	3/23/2022	50.00	Vancouver for Peace	
Supplier Payment	Check	1952	3/23/2022	1,139.32	W.B. Sprague Co. Inc.	
Supplier Payment	Check	1953	3/23/2022	671.50	Walter E Nelson Company	
Supplier Payment	Check	1954	3/23/2022	24,448.21	Wapiti NW LLC	
Supplier Payment	Check	1955	3/23/2022	2,289.26	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	1956	3/23/2022	947.50	Water Systems Consulting Inc	
Supplier Payment	Check	1957	3/23/2022	2,150.74	Wesco Distribution, Inc.	
Supplier Payment	Check	1958	3/23/2022	38,201.81	Whitney Equipment Company Inc	
Supplier Payment	Check	1959	3/23/2022	9,218.36	B.C.V., Inc	
Supplier Payment	Check	1960	3/25/2022	7,456.18	Aflac	
Supplier Payment	Check	1961	3/25/2022	4,843.44	AFSCME Local #307	
Supplier Payment	Check	1962	3/25/2022	700.00	IAM Local #1374	
Supplier Payment	Check	1963	3/25/2022	8,619.72	Life Insurance Company of North America	
Supplier Payment	Check	1964	3/25/2022	500.00	MFS Service Center Inc	
Supplier Payment	Check	1965	3/25/2022	4,066.84	OPEIU Local #11	
Supplier Payment	Check	1966	3/25/2022	672.00	Teamsters Local #58	
Supplier Payment	Check	1967	3/25/2022	297.50	UA Local #290	
Supplier Payment	Check	1968	3/25/2022	3,001.20	Western Conference of Teamsters	
Supplier Payment	Check	1969	3/25/2022	994.63	Western Metal Industry Pension Plan	
			Check Total	913,584.12		
			Manual Wire Total	2,993,282.34		
			Direct Deposit Total	5,473.96		
			EFT Total	1,290,826.87		
Hansen			3/28/2022	19,366.76	City Payments	Posted 03-21-22 to 03-27-22
			Hansen Total	19,366.76		
VISA			3/28/2022	1,780.42	Miscellaneous	Parks Class Refunds FCC 03-21-22 to 03-27-22
VISA			3/28/2022	783.00	Miscellaneous	Parks Class Refunds MCC 03-21-22 to 03-27-22
			VISA Total	2,563.42		

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
			Payroll Total	3,335,128.30		
			GRAND TOTAL	8,560,225.77		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver
Payroll Council Report
March 21, 2022 - March 27, 2022

Check No.	Date	Explanation	Amount
147 - 169	03/25/22	March 25th Paychecks	\$ 13,265.11
139226 - 140917	03/25/22	March 25th Direct Deposits	\$ 3,321,863.19

\$ 3,335,128.30



Staff Report 036-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 4/4/2022

SUBJECT Extending the 2021-2022 refund process for business license surcharge fees for eligible businesses for 4/1/2022 – 12/31/2022

Key Points

- Effective 4/1/2020 through 3/31/2021, Council authorized business license and surcharge fee suspension for all businesses due to the public health threat posed by the sudden outbreak of the novel coronavirus (COVID-19). The City worked with its partner at the Washington State Department of Revenue Business Licensing Service (BLS) to suspend fees during the eligible time period and to refund those already been paid for that year.
- From 4/1/2021 through 3/31/2022, Council authorized a business license surcharge fee refund process for eligible businesses in industries most severely impacted by COVID-19 pandemic.
- If adopted, this ordinance would extend the business license surcharge fee refund process for one additional year from 4/1/2022 through 12/31/2022.

Strategic Plan Alignment

Build the strongest, most resilient economy in the region.

Present Situation

The City generates approximately \$5.5 million annually from the business license fee and surcharge program. The revenue is dedicated to funding existing police officer positions and finding the increase level of street pavement management program. Pandemic-related restrictions on business activity in certain industries has continued over the past year and will likely continue for a number of months with adverse impacts to business viability in those industries.

The City desires to financially support businesses that have traditionally served large numbers of consumers indoors, simultaneously. These businesses are among those most severely impacted by the pandemic, are likely to remain subject to some of the longest restrictions, and are particularly well-situated to utilize the business license surcharge savings to support increased consumer safety.

If passed, effective 4/1/2022, all businesses will be required to continue registration and payment of City business license fees through Washington State Department of Licensing.

From 4/1/2022, through 12/31/2022, businesses in several eligible categories will receive a refund from the City for 2022 fees and surcharges already paid. Eligible businesses will be required to complete a COV BLS Refund application form to receive the refund. The State of Washington's application processing system has limited flexibility and cannot accommodate significant deviations from the current program. Refund applications will, therefore, be processed manually by the City of Vancouver Business License division in the Finance department.

The eligibility for this program targets businesses that have traditionally served large numbers of consumers indoors, simultaneously. Specifically:

- Restaurants, Taverns, Breweries, Wineries and Distilleries;
- Fitness and Training Facilities;
- Movie Theatres, Theaters & Performing Arts; and
- Bowling Facilities.

These businesses are among those most severely impacted by the pandemic, are likely to remain subject to some of the longest restrictions and are particularly well-situated to utilize BLS savings to support increased consumer safety.

Advantage(s)

1. Support local businesses in most negatively impacted by the pandemic industries.

Disadvantage(s)

1. Reduce revenues to the City of Vancouver.

Budget Impact

It is estimated that City revenues will have a one-time negative impact of approximately \$500 thousand from implementation of this refund program.

Prior Council Review

Last workshop held March 8, 2021.

Action Requested

On Monday, April 4, 2022, subject to second reading and public hearing, approve the ordinance.

Natasha Ramras, Chief Financial Officer, 360-487-8484; Patrick Quinton, Economic Development Director, 360-487-7845

ATTACHMENTS:

- ▯ Ordinance

03/21/22
04/04/22

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee Surcharge (VMC 5.04.095) program; providing for refunds of the business license fee surcharge for new business license applications and annual license renewals for eligible businesses; providing for implementation of such refund program; defining eligibility criteria; providing for an immediate effective date; and providing for a sunset date on December 31, 2022.

WHEREAS the City adopted the employee business license fee surcharge codified at VMC Chapter 5.04.095 in 2006 by Ordinance M-4192, which has been subsequently amended by Ordinances M-4109 (2014), M-4140 (2015), M-4192 (2017), M-4239 (2018), and

WHEREAS, on March 13, 2020, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code Chapter 2.12, due to the public health threat posed by sudden outbreak of the novel coronavirus (COVID-19), and Declaration of Civil Emergency No. 2020-01 was ratified and affirmed by Resolution M-4061 (2020); and

WHEREAS, Ordinance M-4293 (2020) suspended the business license fee and business license surcharge fee for all business license renewals and new business license applications from April 1, 2020 through March 31, 2021; and

ORDINANCE - 1

WHEREAS, Ordinance M-4333 (2021) established a refund program for the business license fee surcharge for new business license applications and annual license renewals for eligible businesses, defined such eligibility criteria, and provided for implementation of such refund program from April 1, 2020 through March 31, 2021; and

WHEREAS, since implementation of the business license fee surcharge refund program, the COVID-19 pandemic has continued to cause a global economic slowdown, resulting in reductions in business activity and continues to adversely impact certain sectors of the local business community that supports the City's economic vitality; and

WHEREAS, the City Council of the City of Vancouver desires to help mitigate the severe adverse financial impacts experienced by businesses most impacted by the current pandemic, and protect the health and safety of consumers, by offering a refund program in business license surcharge for eligible businesses. Specifically, businesses in industries most severely impacted by the pandemic, that have traditionally served large numbers of consumers indoors, simultaneously. Those businesses are likely to remain subject to some of the longest restrictions, and are particularly well-situated to utilize the business license fee surcharge savings to support increased consumer safety.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Creation of a Refund Program of the Business License Fee Surcharge for Eligible Businesses. The Vancouver City Council hereby adopts the recitals set forth above and those contained in SR _____ in support this Ordinance.

Section 2. Refund of the Business License Fee Surcharge for Eligible Businesses. The business license fee surcharge adopted by Ordinance M-3774, which was last amended by

ORDINANCE - 2

Ordinance M-4239 and is codified at Vancouver Municipal Code 5.04.095, shall be refunded to Eligible Businesses submitting new business license applications or renewing their city business licenses as specified herein.

Section 3. Eligibility Criteria. An “Eligible Business” qualified for the refund program set forth herein is one that (1) belongs to one of the eligible industries listed in Section 3(A), (2) has paid the business license base fee and business license fee surcharge; and (3) follows the refund request process set forth in Section 3(B).

A. Eligible Industries. The following businesses are eligible to participate in the program:

- i. **Restaurants, Taverns, Breweries, Wineries and Distilleries** subject to the Washington State Guidance Document entitled “Eating and Drinking Establishment COVID-19 Requirements” as updated on March 5, 2021, a copy of which is attached as Exhibit A and incorporated by this reference as if set forth fully herein;
- ii. **Fitness and Training Facilities** subject to the Washington State Guidance Document entitled “Fitness and Training COVID-19 Requirements” as updated in January 2021, a copy of which is attached as Exhibit B and incorporated by this reference as if set forth fully herein;
- iii. **Movie Theaters** subject to the Washington State Guidance Document entitled “Movie Theaters COVID-19 Requirements” as updated February 1, 2021, a copy of which is attached as Exhibit C and incorporated by this reference as if set forth fully herein;
- iv. **Theaters & Performing Arts Facilities** subject to the Washington State Guidance Document entitled “Theater & Performing Arts COVID-19

Requirements” as updated in January 11, 2021, a copy of which is attached as Exhibit D and incorporated by this reference as if set forth fully herein; and

- v. **Bowling Facilities** subject to the Washington State Guidance Document entitled “Bowling COVID-19 Requirements” as updated in January 2021, a copy of which is attached as Exhibit E and incorporated by this reference as if set forth fully herein.

B. Refund Request Process. The business license fee and business license fee surcharge applicable for April 1, 2022- December 31, 2022 shall be paid to the Washington State Department of Revenue Business Licensing Service. Eligible Businesses can then request a refund for the business license surcharge fees paid directly from the City of Vancouver Business License Division in the Finance department by filling out the Refund Request form. Requests for refunds must be received by the City of Vancouver Business License Division on or before December 31, 2022.

Section 4. Effective date. This Ordinance is necessary in furtherance of an emergency and shall become effective immediately upon passage.

Section 5. All provisions of this ordinance will sunset on December 31, 2022.

Thereafter, the provisions of this Ordinance shall be given no further force of effect.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 4

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this _____ day of _____, 2022.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

ORDINANCE - 5

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE regarding the Business License Fee Surcharge (VMC 5.04.095) program; providing for refunds of the business license fee surcharge for new business license applications and annual license renewals for eligible businesses; providing for implementation of such refund program; defining eligibility criteria; providing for an immediate effective date; and providing for a sunset date on December 31, 2022.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A

Eating and Drinking Establishment COVID-19 Requirements

Eating and Drinking Establishment COVID-19 Requirements

Summary of March 5, 2021 changes:

1. Renames this guidance document from Restaurant, Tavern, Brewery, Winery and Distillery to Eating and Drinking Establishment.
2. Includes night clubs in the list of business types included in this guidance.
3. Clarifies food is required to be offered at these businesses.
4. Clarifies while some live entertainment is permitted pursuant to the theater and performing arts guidance document, dancing is prohibited.

Summary of January 11, 2021 changes:

1. Phase 1: Restaurants and Bars are closed for indoor dine-in service. Outdoor and open-air dining and to-go service are permitted, provided that all outdoor/open-air dining must comply with the requirements of the Outdoor and Open-air Seating Guidance [here](#).
2. Phase 2: Indoor seating is permitted at 25% capacity as long as long as physical distance between customers at adjacent tables can be achieved.
3. For all phases:
 - Table size for is limited to a maximum of six (6) people with a maximum of two households per table.
 - Alcohol service is prohibited after 11 pm (food service may continue past 11 pm).

Eating and drinking establishments must adopt a written procedure that is at least as strict as the requirements in this document and that complies with the appropriate safety and health requirements and guidelines established by the Washington State Department of Labor & Industries and the Washington State Department of Health.

For purposes of this document an eating and drinking establishment includes, but is not limited to, restaurants, cafes, food courts, breweries, brewpubs, taverns, wine bars, wineries, distilleries, tasting rooms, private clubs and night clubs, or other establishments where food is offered/sold.

Prior to recommencing on-site services, all business owners are required to develop at each establishment, a comprehensive COVID-19 exposure control, mitigation, and recovery plan which must be adhered to. A site-specific COVID-19 monitor shall be designated at each location to monitor the health of individuals and enforce the COVID-19 job site safety plan. A copy of the plan must be available at all locations and available for inspection by state and local authorities. Failure to meet this requirement may result in sanctions up to, and including, license suspension.

All eating and drinking establishments can refer to [Department of Health guidance](#) for additional recommendations.

Phase 1

1. Indoor seating is prohibited. Outdoor and open-air seating and to-go service are permitted, provided that all outdoor/open-air dining must comply with the requirements of the Outdoor and Open-air Seating Guidance [here](#).
2. For liquor licensees who want to add outdoor seating to their premises, please go to the Washington State Liquor and Cannabis Board (WSLCB) website, [here](#), to access the Liquor Alterations Request Form. Please submit completed forms to liquoralterations@lcb.wa.gov.

Phase 2

3. Indoor seating is permitted at 25% capacity if physical distance between individuals sitting at adjacent tables (as noted below) can be achieved. This includes food courts.

All Phases

4. Liquor licensees must offer food service. Food may be sold or provided free-of-charge in at least one of the following ways:
 - a. Onsite food: At a minimum, food service should include a combination of small serving food items such as a mix of hors d'oeuvre type foods, cheeses, fruits, vegetables, deli-style meats, chips, pretzels, nuts, popcorn, crackers, or similar items. Food may be prepackaged for individual sale and consumption or prepared off-site for plating for the customer.
 - b. Offsite food: Customers may bring food from an outside business. The liquor licensee must post in a visible place, a list of multiple local restaurants or food trucks where customers can purchase food during hours of operation. The list shall include names, addresses, contact information, and hours of operation for each restaurant or food truck named.
5. Table size is limited to a maximum of six (6) people and a maximum of two (2) households.
6. Tables must be placed so that customers at adjacent tables are seated a minimum of 6 feet away from each other, or there must be a physical barrier or wall at least standing height tall separating booths or tables.
7. If the establishment does not offer table service (i.e. wait staff), they must have protocols in place to ensure adequate social distancing at food and/or drink pick-up stations, and within their seating area.
8. Alcohol service, delivery, and consumption, including beer, wine, and spirits, must end at 11:00 p.m. Food service may continue past 11 pm.
9. No bar area seating is permitted. This is the area with a bar table/counter where patrons sit or stand side-by-side. If an establishment has bar area seating it must be closed off to prohibit use. Counter-style seating is permitted in other areas of the establishment (indoors or outdoors). Six feet of distance is required between other tables.
10. Customers must wear a face covering anytime they are not actively eating or drinking. This includes when arriving or leaving, while going to the restroom, and while they are seated at tables and talking.
11. Single use menus or reusable menus that are sanitized after each use are required.
12. Minimize the number of staff serving any given table. It is strongly recommended that one staff person take a table's order, bring all of their beverages/food/utensils, take their payment, etc.
13. Hand sanitizer should be available at entry for all staff and patrons (assuming supply availability).

14. Any condiments typically left on the table (ketchup, soy sauce, etc.) must be single-use or sanitized after each use.
15. Buffets and salad bars are permitted and must follow [Department of Health guidance](#).
16. All establishments must have implemented a plan to ensure proper physical distancing in lobby/waiting areas/payment counters.
17. Standing is prohibited in any area of the establishment, except when engaging in allowable entertainment activities or while in the lobby/waiting area. In these instances, 6 feet of distance between patrons must be maintained.
18. Please see [Indoor Entertainment Guidance](#) for allowable activities such as darts, billiards, and arcade games, etc.
19. Please see [Theater and Performing Arts Guidance](#) for allowable live entertainment. Dancing is prohibited.

Safety and Health Requirements

All eating and drinking establishment owners have a general obligation to maintain a safe and healthy workplace in accordance with state and federal law and safety and health rules for a variety of workplace hazards. Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

Additional information is available at [Novel Coronavirus Outbreak \(COVID-19\) Resources](#) and [Paid Leave under the Washington Family Care Act and the Families First Coronavirus Response Act](#).

Exhibit B

Fitness and Training COVID-19 Requirements

Fitness and Training COVID-19 Requirements

Summary of changes in the January 2021 update:

- New phase 1 and 2 requirements detailed; some fitness and training activities reopened with new restrictions and new occupancy calculations.
- Outdoor fitness classes and non-staffed fitness facilities added to the guidelines.
- Several indoor sporting activities removed from this document and added to the [Professional Sports and Other Sporting Activities](#), document, including gymnastics, non-contact dance, non-contact cheer, climbing, tennis, volleyball, basketball, and soccer.
- Safety and health requirements updated to current language at the end of the document.

Included here:

Staffed indoor fitness studios, individual sports and fitness training, group fitness, gyms, and multi-use indoor fitness facilities providing private instruction and access to personal fitness training and/or specialized equipment, including but not limited to weight and resistance training, cardio exercise equipment, martial arts without contact, yoga, squash and racquetball and similar personal training, group training, or independent fitness services.

Unstaffed indoor fitness facilities in locations such as hotels and apartment buildings.

Outdoor group fitness classes.

Not included here:

Pools. Pool and water recreation facilities should follow the [Department of Health's COVID-19 guidance for staffed pools](#) and the [Governor's Phased Guidance for water recreation](#).

Indoor or outdoor sporting activities such as gymnastics, non-contact dance, non-contact cheer, martial arts with contact including competitions, climbing, tennis, volleyball, basketball and soccer. Except as otherwise specified in this guidance, indoor and outdoor competitive sporting activities, such as professional, amateur, or organized team sports and outdoor group fitness classes should follow the guidance for [Professional Sports and Other Sporting Activities](#).

All indoor fitness training facilities operating must adopt a written procedure for employee safety and customer interaction that is at least as strict as this procedure and complies with the safety and health requirements below.

No business may operate until it can meet and maintain all the requirements in this document, including providing materials, schedules and equipment required to comply. Additional considerations may be adopted, as appropriate.

Limited Use of Facility and Business Adaptations

Access to indoor fitness and training facilities is limited by the size of the facility:

Phase 1:

- All facilities must calculate allowable customer occupancy by dividing the room size or available floor space by 500 square feet per person.
- The minimum 500 square feet per person occupancy must be calculated and enforced by the

facility for every room in a facility where indoor fitness and training occurs. Each room where indoor fitness and training occurs must be monitored to ensure the 500 square feet per person maximum occupancy is not exceeded.

- Face coverings are required at all times.
- Individuals may use the facilities for less than an hour at a time. One-on-one instruction and group instruction classes limited less than an hour at a time. Capacity determined by square footage per person.
- Stationary fitness equipment must be arranged such that users are not facing each other, regardless of the distance between users.
- Squash and racquetball courts open only for individual use and facilities must allow 30 minutes of non-use between each session.
- Outdoor group fitness classes limited to a maximum of 20 participants per class at a time in stable cohorts of 5. Face coverings required at all times. Outdoor structures, in order to be considered outdoors, should have no more than two walls to provide appropriate ventilation unless they meet this ventilation requirement; structures can have three walls if another opening exists that is large enough to create cross ventilation. For detailed guidelines please consult [Open Air and Outdoor Seating requirements](#).
- Unstaffed indoor fitness facilities (examples include apartment and hotel fitness centers) allowed one user per room, scheduled in advance, face coverings required, use of the facilities for no longer than 45 minutes at a time.

Phase 2:

- The occupancy of the facility may not exceed 25 percent of the fire code occupancy rating, or 200 people max, whichever is less.
- Squash and racquetball courts open for games. Facilities must allow 30 minutes of non-use between each session.
- Outdoor group fitness classes limited to a maximum of 30 participants. Face coverings required at all times. Outdoor structures, in order to be considered outdoors, should have no more than two walls to provide appropriate ventilation unless they meet this ventilation requirement; Structures can have three walls if another opening exists that is large enough to create cross ventilation.
- Unstaffed indoor fitness facilities allowed one user per room or up to 4 users from the same household, scheduled in advance, face coverings required.

No in-facility child care services will be permitted, unless consistent with Department of Health guidance for [Child Care, Youth Development, and Summer Day Camps](#). Children in child care do not count toward the overall occupancy limit for the purpose of calculating fitness facility occupancy and the minimum required square footage per person.

Safety and Health Requirements all phases

Stay home when sick or if a close contact of someone with COVID-19

Staff and participants should be required to stay home if they feel unwell, show any signs of COVID-19, or are a close contact of a confirmed case. Screening should consider [symptoms listed by the CDC](#). Any person with symptoms of COVID-19 or who is a close contact of someone with confirmed COVID-19 should not be allowed to participate and should contact his or her primary care provider or other appropriate health-care professional.

Masks

Masks required for staff and participants at all times.

Physical Distance

A minimum of 6 feet of physical distance must be maintained between staff and clients at all times where possible. This distance should be increased when clients are engaged in high-intensity aerobic activities. A minimum of six feet of distance must be maintained among participants when not engaged in fitness and training activities.

Hygiene

Staff and participants to practice good hygiene including washing their hands frequently and covering their sneezes and coughs. Wash hands often with soap and water for at least 20 seconds before and after practice, especially after touching shared objects or blowing your nose, coughing, or sneezing. Avoid touching your eyes, nose, and mouth. If soap and water are not readily available, use a hand sanitizer that contains 60-95% alcohol content. Cover all surfaces of your hands and rub them together until they are dry.

Provide handwashing or hand sanitizing stations at training and contest locations.

Limit the use of locker rooms to handwashing and restroom use only. Showers should not be used due to potential spread of aerosolized droplets. If use of locker rooms for changing is necessary, maximize ventilation and use tape, spots, or cones to signal 6 feet of distance for participants who need to change. If locker rooms are used cleaning protocols must be included in the facility safety plan. Limit occupancy of the locker rooms to avoid crowding.

Cleaning

Clean high touch surfaces and disinfect shared equipment before and after each use. Ensure restrooms are cleaned and disinfected regularly. Current CDC guidance for cleaning and disinfection for COVID-19 states that disinfectants should be registered by the EPA for use against the COVID-19. Find the current list here: [List N: Disinfectants for Use Against SARS-CoV-2 \(COVID-19\)](#). Disinfectants based on hydrogen peroxide or alcohol are safer than harsher chemicals. The University of Washington has a [handout with options for safer cleaning and disinfecting products that work well against COVID-19](#).

Ventilation

Ventilation is important to have good indoor air quality. Ensure that ventilation systems operate properly. Increase air circulation and ventilation as much as possible by opening windows and doors. Offer more outside time, open windows often and adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Use of fans for cooling is acceptable. In indoor spaces, fans should only be used when windows or doors are open to the outdoors in order to circulate indoor and outdoor air. They should blow away from people. Outdoors locations are preferred to indoors locations, and should be utilized to the greatest extent possible to allow for maximum fresh air circulation and social distancing. Outdoor temporary structures may be used. Outdoor structures, in order to be considered outdoors, should have no more than two walls to provide appropriate ventilation unless they meet this ventilation requirement; structures can have three walls if another opening exists that is large enough to create cross ventilation. For detailed guidelines please consult [Open Air and Outdoor Seating requirements](#).

Records and Contact Tracing

Keep contact information for staff and participants to assist with contact tracing in the event of a possible exposure. Contact information must be kept on file for 28 days after each class or use of the facilities.

Employees

Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).

Exhibit C

Movie Theaters COVID-19 Requirements

Movie Theaters COVID-19 Requirements

Summary of February 1, 2021 changes:

- **New Phase 1 and Phase 2 requirements detailed**
- **Safety and health requirements updated at end of the document**

Movie theaters are permitted to operate, provided all requirements in this document are met. For purposes of this guidance, movie theaters include both corporate and independently owned theaters or any venue that screens movies with an audience. Each movie theater must adopt a written procedure for operations at least as protective as the specific requirements outlined below and complies with all employee safety and health requirements.

Movie theaters must ensure strict adherence to all measures established by the Governor's guidance, the Department of Labor & Industries (L&I), Coronavirus (COVID-19) Prevention: General Requirements <https://lni.wa.gov/forms-publications/F414-164-000.pdf>, and the Washington State Department of Health Workplace and Employer Resources & Recommendations <https://www.doh.wa.gov/Coronavirus/Workplace> (DOH).

Phase 1

Private rentals for individual households of no more than 6 people permitted. General admission prohibited.

Phase 2:

Movie theaters in Phase 2 can operate at 25% capacity (per fire marshal code) or 200 people, whichever is less, as long as six feet of physical distancing between households can be maintained.

General Requirements

1. Pursuant to the [Secretary of Health's Order 20-03](#), face coverings must always be worn. However, face coverings may be removed for the limited purpose and limited time period necessary to consume food and beverages, which can only be done while seated in the theater.
2. Ticket lines should be configured to ensure appropriate physical distancing is maintained at all times. Options include visible markers, barriers, tape, etc.
3. Tickets sales should be available online or via phone whenever feasible to reduce the need to stand in line for tickets.
4. Configure ticket sales systems to facilitate appropriate physical distancing.
5. Lines to enter a theatre should be minimized whenever possible. If lines are unavoidable, six feet physical distancing must be maintained.
6. Adequate numbers of employees should be available to direct patron traffic and enforce physical distancing in lines.
7. Limit and stagger screening times to reduce overcrowding between screenings, particularly in common areas, restrooms, and concession areas.
8. Close any on- site lounges, play areas, or other areas where people may congregate.
9. To the extent possible, reconfigure restrooms, for example by blocking stalls or urinals, to ensure appropriate physical distancing can be maintained at all times. As patrons may need to line up to enter restrooms, use visual indicators such as tape to identify appropriate physical distancing.

10. Use of employee breakrooms should be limited. As face coverings cannot be worn during eating/drinking, limit the number of employees in a breakroom at any one time to ensure distancing can be maintained. Clean countertops and tables between uses.
11. Any retail food service at theaters must follow the guidance for [restaurants](#).
12. Provide sufficient hand sanitizing stations for customers.
13. Ensure each theater is properly cleaned/sanitized between uses.
14. Adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Keep doors and windows open where possible and utilize fans to improve ventilation.

Exhibit D

Theater & Performing Arts COVID-19 Requirements

THEATER & PERFORMING ARTS

COVID-19 Requirements

Theaters and performing arts are permitted to operate, provided the general and discipline-specific requirements in this document are met and followed. The theatre and performing arts organization must adopt a written procedure for operation that is at least as strict as the procedures below and complies with all safety and health requirements.

A. General Indoor and Outdoor Theater and Performing Arts Organizations and Performing Arts Events:

This section includes guidance that all indoor and outdoor theater and performing arts organizations must follow. Additional requirements may also be required depending on the discipline.

Phase 1: Indoor: Private rentals/tours/performances for individual households of no more than six people are permitted. All individuals must wear face coverings. Maximum capacity is 25% of the venue or space.

Phase 1: Outdoor: Ticketed events only. Groups of 10 people are permitted, but are limited to two households per group. Groups must be physically distanced six feet apart and maintain six feet of physical distance from others at all times. All individuals in attendance must wear a face covering. A minimum of 20 feet of physical distancing is required between artists/performers and the audience. A maximum of 75 individuals including artists, crew, and audience members may be in the designated area. There is a two-hour time limit on all performances/events.

Phase 2: Indoor: Maximum capacity is 25% of the venue/space or 200 people, whichever is less. Groups with a maximum of six people are permitted. Each group must be physically distanced six feet apart and maintain six feet of separation from others at all times. All individuals in attendance must wear a face covering. A minimum of 20 feet of physical distancing is required between artists/performers and the audience. There is a two-hour time limit on all performances/events.

Phase 2: Outdoor: Groups of up to 15 people are permitted, but are limited to two households per group. Groups must be physically distanced six feet apart and maintain six feet of separation from others at all times. All individuals in attendance must wear a face covering. A minimum of 20 feet of physical distancing is required between artists/performers and the audience. A maximum 200 individuals including artists, crew, and audience may be in the designated area. There is a three-hour time limit on all performances/events.

B. Discipline-specific Requirements:

1. Dance and Movement:

Phase 1 Rehearsals: A minimum of 500 square feet per dancer is required. If there are two or more people per a barre, each dancer must maintain a radius of six feet of physical distancing and all dancers must face the same direction. A maximum length of 45 minutes per rehearsal session with 30-minute breaks between sessions is required.

Phase 2 Rehearsals: The maximum capacity is 25% of the room/venue/space. All other requirements in Phase 1 must be followed.

Phase 1 Performances/Recitals:

- **Indoor:** Prohibited.
- **Outdoor:** Must follow “Dance and Movement: Phase 1 Rehearsals” requirements plus the general requirements in “Part A – Phase 1: Outdoor.”

Phase 2 Performances/Recitals:

- **Indoor:** Must follow the “Dance and Movement: Phase 1 Rehearsals” requirements plus the general requirements in “Part A – Phase 2: Indoor.”
- **Outdoor:** Must follow the “Dance and Movement: Phase 1 Rehearsals” requirements plus the general requirements in “Part A – Phase 2: Outdoor.”

2. Choral/Vocal/Opera/Musical Theatre/ Comedy/Spoken Word/Poetry Readings or Slams

Phase 1 and Phase 2 Rehearsals:

1. **Indoor and Outdoor:** Solo singers and performers in a rehearsal setting may rehearse without a face covering, so long as they are at least 15 feet physically distanced from the pianist/accompanist and others. If a speaker decides not to wear a face covering, it is recommended that a Plexiglas 3-sided barrier is used during the rehearsal. The barrier must be disinfected after every use.

All group performance activities that involve singing require everyone to wear a three-layer surgical mask and maintain at least 9 feet (12 feet is recommended) of physical distance from others. Group singing/choirs are limited to no more than 15 individuals. Rehearsals may be held indoors for up to 45 minutes at a time with 30-minute breaks in between to allow for air exchange.

Phase 1 Performances/Recitals:

- **Indoor:** Prohibited.
- **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams” requirements plus the general requirements in “Part A – Phase 1: Outdoor.”

Phase 2 Performances/Recitals:

- **Indoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams” requirements plus the general requirements in “Part A – Phase 2: Indoor.”
- **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams” requirements plus the general requirements in “Part A – Phase 2: Outdoor.”

3. Orchestra/Instrumental

Phase 1 and 2 Rehearsals:

1. **Indoor and Outdoor:** All physical distancing requirements are section/instrument specific:
 - **String and percussion instruments** must maintain a minimum of six feet of physical distancing.
 - **Brass & woodwind instruments** must maintain a minimum of 9 feet of physical distancing and use a bell cover.

- **Vocalists** refer to guidelines for “Phase 1 and Phase 2 Rehearsals: Choral/Vocal/Opera/Musical Theatre/Comedy/Spoken Word/Poetry Readings or Slams.”

Rehearsals are a maximum of 45 minutes at a time with 30-minute breaks in between to allow for air exchange. All are required to wear masks. For instruments that require mouth-to-instrument connection, musicians are not required to wear a mask while playing, but during long periods of rest and breaks, masks are required.

Phase 1 Performances/Recitals:

2. **Indoor:** Prohibited.
3. **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Orchestra/Instrumental” requirements plus the general requirements in “Part A – Phase 1: Outdoor.”

Phase 2 Performances/Recitals:

- **Indoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Orchestra/Instrumental” requirements plus the general requirements in “Part A – Phase 2: Indoor.”
- **Outdoor:** Must follow “Phase 1 and Phase 2 Rehearsals: Orchestra/Instrumental” requirements plus the general requirements in “Part A – Phase 2: Outdoor.”

C. Venue Requirements and Guidelines:

The venue must provide clear communications to renters, artistic partners, event producers, and other visiting groups prior to arrival regarding the venue sanitation and safety expectations. In addition, the venue must post signage outside and inside of the venue that clearly outlines which spaces may be used by renters.

Sanitation & Safety Expectations: The venue shall:

- Designate a point of contact to ensure the “Healthy Washington – Roadmap to Recovery” Proclamation 20-25.12 (et seq.) and requirements per Department of Labor and Industries (L&I) and Health Department, are met with a written safety plan specific to each venue that meets the minimum requirements as set forth by the Healthy Washington plan.
- Provide clear communications to patrons prior to arrival regarding safety expectations.
- Post signage outdoors and inside that declares expectations for the visitors to enter the venue, including caution to physical distance, wash hands, use hand sanitizer, wear a face covering, and other safety precautions.
- Clean daily and adhere to the Centers for Disease Control and Prevention (CDC) recommendations for cleaning and sanitation of public facilities are followed. Clean and sanitize all occupied areas between performances.
- Frequently sanitize high touch surfaces including counter tops, doors, elevator buttons, and workstations, particularly during events.
- Install sanitation stations throughout the venue, including backstage and office spaces, that include hand sanitizer and wipes.
- Require all individuals to wear face coverings in accordance with state, county, and venue regulations.
- Consider shield-guards/physical protection guards between public and staff (concessions, box office, reception, retail).

- Promote the ventilation of interior spaces. HVAC systems will be maintained and operated following [ASHRAE recommendations](#) to the best of each facility's capability. Circulation of outdoor air will be increased to the safest extent possible.
- Evaluate and adjust when possible, audience flow and general lobby spaces to maximize physical distancing and minimize engagement of high touch surfaces.
- Train and strategically place staff or volunteers to encourage flow and physical distancing of visitors.

Patron Safety Expectations: The venue shall:

- Strive to secure patron contact information to facilitate contact tracing (if selling reserved seating).
- Require all to wear face coverings in accordance with state, county, and venue regulations.
- Send protocols in advance to patrons when feasible.
- Encourage patrons to download digital tickets or use print-at-home ticketing when possible.
- Consider the use of digital programs and reduce exchange of printed materials.
- Identify, control, and limit congregation points in venues where staff and visitors may come into proximity.

Employee Safety Expectations (all staff including front-of-house, backstage, artists, volunteers): The venue shall:

- Sanitize and prepare the venue before allowing employees to return to work.
- Reorganize workspaces to maximize physical distancing and/or encourage continued remote work.
- Provide disinfecting wipes and hand sanitizer throughout work areas for personal use and to sanitize workstations, equipment, and limit sharing when possible.
- Provide and train use of personal protective equipment required for personnel per L&I as well as OSHA and CDC recommendations, based upon duties.
- Consider job hazard assessment for artists and personnel for each venue and event.
- Regularly review safety procedures with staff, updating as indicated by public health officials and industry standards.
- Provide training and security protocols for employees to address patrons who do not cooperate with safety protocols.
- Prohibit Backstage visitors and prohibit the greeting of audience members at the stage door following performances.
- Require everyone to wear face coverings in accordance with state, county, and venue regulations.

Food Service and Retail: Food service, restaurants, gift shop, and other retail operations in performing arts venues and at events will operate according to phase-specific guidelines outlined in the [“Retail”](#) and [“Eating and Drinking”](#) in sections of the Healthy Washington guidelines.

Exhibit E

Bowling COVID-19 Requirements

Bowling

COVID-19 Requirements

Summary of January 2021 changes:

- **New Phase 1 and Phase 2 requirements detailed**
- **Safety and health requirements updated to current language at the end of the document**

All bowling facilities operating must adopt a written procedure for employee safety and customer interaction that is at least as strict as these requirements and complies with the safety and health requirements below.

Phase 1:

- Private rentals/tours for individual households of no more than 6 people permitted maximum for the entire facility. General admission prohibited.
- Arcades and amusement and/or redemption activities closed.

Phase 2:

- The facility may not exceed 25 percent of the fire code occupancy rating.

For all phases:

- Two bowlers per lane.
- No spectators allowed.
- Bowlers must maintain 6 feet of distance between bowlers in other lanes and in other areas of the facility.
- Sharing of equipment is not allowed.
- Shoes and balls, including finger holes, must be disinfected after every use.
- Restaurants and pro-shops adhere to required guidelines for food service and retail for the phase that their respective region is in.
- Mask use required at all times.

Safety and Health Requirements

Safety and Health Requirements all phases

Stay home when sick or if a close contact of someone with COVID-19

Staff and participants should be required to stay home if they feel unwell, show any signs of COVID-19, or are a close contact of a confirmed case. All coaches and students should be screened for signs/symptoms of COVID-19 prior to a workout. Screening should consider [symptoms listed by the CDC](#). Any person with symptoms of COVID-19 or who is a close contact of someone with confirmed COVID-19 should not be allowed to participate and should contact his or her primary care provider or other appropriate health-care professional.

Those who are excluded from training or contests due to [COVID-19 symptoms](#) or because they are [close contacts](#) must follow DOH and local public health isolation and quarantine guidance before returning to

training or contests. People with underlying health conditions should consult with their medical provider regarding participation in athletic activities.

Masks

Masks required for staff and participants at all times.

Physical Distance

Physical distance of 6 feet must be maintained between staff and participants and participants and each other at all times where possible, with exceptions for training and medical personnel and volunteers performing their medical duties. Six feet of distance must be maintained among participants when not engaged in fitness and training activities.

Hygiene

Staff and participants to practice good hygiene including washing their hands frequently and covering their sneezes and coughs. Wash hands often with soap and water for at least 20 seconds before and after practice, especially after touching shared objects or blowing your nose, coughing, or sneezing. Avoid touching your eyes, nose, and mouth. If soap and water are not readily available, use a hand sanitizer that contains 60-95% alcohol content. Cover all surfaces of your hands and rub them together until they are dry. Participants should not share water bottles, uniforms, towels, or snacks.

Provide handwashing or hand sanitizing stations for participants.

Limit the use of locker rooms to handwashing and restroom use only. Showers should not be used due to potential spread of aerosolized droplets. If use of locker rooms for changing is necessary, maximize ventilation and use tape, spots, or cones to signal 6 feet of distance for participants who need to change. If locker rooms are used cleaning protocols must be included in the sporting activity safety plan. Stagger entry to the changing area and use of these facilities as appropriate with members of the same team or training cohort only. Limit occupancy of the locker rooms to avoid crowding.

Cleaning

Clean high touch surfaces and disinfect shared equipment before and after each use. Ensure restrooms are cleaned and disinfected regularly. Current CDC guidance for cleaning and disinfection for COVID-19 states that disinfectants should be registered by the EPA for use against the COVID-19. Find the current list here: [List N: Disinfectants for Use Against SARS-CoV-2 \(COVID-19\)](#). Disinfectants based on hydrogen peroxide or alcohol are safer than harsher chemicals. The University of Washington has a [handout with options for safer cleaning and disinfecting products that work well against COVID-19](#).

Ventilation

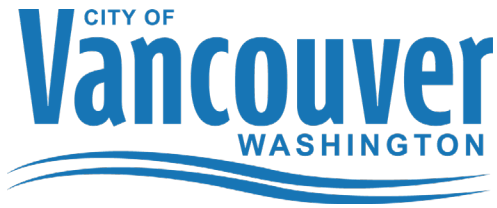
Ventilation is important to have good indoor air quality. Ensure that ventilation systems operate properly. Increase air circulation and ventilation as much as possible by opening windows and doors. Offer more outside time, open windows often and adjust mechanical ventilation systems to bring in as much outside air as possible. Increase filters to MERV 13 if the HVAC can accommodate. Use of fans for cooling is acceptable. In indoor spaces, fans should only be used when windows or doors are open to the outdoors in order to circulate indoor and outdoor air. They should blow away from people.

Records and Contact Tracing

Keep contact information for staff and participants to assist with contact tracing in the event of a possible exposure. Contact information must be kept on file for 28 days after each use of the facilities.

Employees

Employers must specifically ensure operations follow the main Labor & Industries COVID-19 requirements to protect workers. COVID-19 workplace and safety requirements can be found [here](#).



Memorandum

DATE: March 26, 2022

TO: Mayor and City Council

FROM: Chad Eiken, Director, Community Development Department
Bryan Snodgrass, Principal Planner, Community Development Department

RE: Update on Fossil Fuel code standards

CC: Eric Holmes, City Manager

This memorandum will update the Council on the status of potential zoning code standards being drafted to replace an existing temporary moratorium on large scale fossil fuel facilities. The moratorium was originally enacted by the Council in June 2020 and extended most recently in December 2021. The moratorium is scheduled to expire on June 8, 2022, unless extended. A consulting firm that has been identified by staff as having the necessary expertise to assist planning staff with the code development and environmental analysis work will not have capacity to begin their work until late April, which will necessitate yet another extension of the moratorium in the coming months.

Moratorium Background

The moratorium, which was enacted by Council in June of 2020, prohibits new or expanded large-scale fossil fuel facilities, based on concerns about potential impacts to local public and environmental health and safety and to climate change. It has been enacted to allow time to update the land use code standards for such uses and to align them with other planning efforts currently underway, such as the Vancouver Strategic Plan update, Climate Action Plan, and other Title 20 code amendments

The moratorium prohibits new or expanded facilities engaged in distribution, extraction, refinement, processing or bulk movement of fossil fuels, or bulk storage of over two million gallons of fossil fuels. Facilities producing energy from landfill gas, fossil fuel by-products such as asphalt or others, or direct consumer sales such as gas stations, are all explicitly exempted from the moratorium. Upkeep, repair, maintenance, or City-mandated health and safety improvements of any existing facilities are also exempted.

The current fossil fuel facility moratorium follows a narrower crude oil facility moratorium and subsequent update to zoning code standards adopted in 2014. That moratorium and zoning prohibition was spurred by a proposed large scale crude oil transshipment terminal proposed at the Port of Vancouver in 2013. That facility was ultimately denied by the Governor in 2018 following a unanimous denial recommendation from the state Energy Facility Site Evaluation Council (EFSEC), which is tasked with review of the very largest energy facilities proposed in the state.

Staff presented a set of potential code updates for fossil fuel storage at the August 2, 2021 City Council workshop and received feedback, which was used in the drafting of a SEPA Determination of Non-Significance (DNS) for the proposed code amendments, in order to solicit public comment. The City received an appeal of its SEPA Determination from the Washington State Petroleum Association, which identified a number of concerns with the City's analysis.

Staff agreed that more analysis was likely needed and therefore withdrew the SEPA DNS to allow for additional work, which staff determined will require assistance from outside experts. Last December, Council agreed that more time would be needed to strengthen the development code changes and environmental review in order to withstand a potential challenge and extended the temporary moratorium until June 8, 2022.

Progress to-date on Identified Issues

Since staff was last before Council in December, progress has been made in a number of areas, including:

- 1) Additional refinement of the proposed zoning code text changes;
- 2) March 8 Planning Commission workshop;
- 3) Further stakeholder outreach with the Port of Vancouver and representatives of three local facilities that handle bulk fossil fuels on March 10, specifically to discuss their products being handled and any concerns regarding proposed limits on expansions;
- 4) Consultation with the project managers of similar fossil fuel ordinances in Whatcom County and the City of Tacoma; and
- 5) Negotiation of a scope of work with BERK Consulting, a firm that is widely considered an expert in the land use planning related to the petroleum sector of the economy.

BERK Consulting recently assisted both the City of Tacoma and Whatcom County with ordinances that limit large fossil fuel-related facilities, neither of which were appealed. BERK has a thorough knowledge of how petroleum moves through the economy and understanding of how regulations can advance community safety and climate goals. BERK will be assisting the City in: 1) understanding how restricting bulk fossil fuel facilities might impact local fuel distribution; 2) reviewing draft development code language; and 3) editing and supplementing the City's SEPA analysis as needed. A draft scope has been agreed to, and staff is currently working to finalize a contract.

Unfortunately, because BERK's services are in high demand, they will not have any available capacity to assist Vancouver until the end of April, at which time their work will begin in earnest. While staff has made some progress in the past few months, BERK will likely need a couple of months to complete their work and for an ordinance to be ready for the Planning Commission and Council to consider. As a result, staff will return to Council in May to request a three-month extension of the moratorium.

Additional tasks that planning staff is working on include:

- Determining whether the treatment of existing facilities in the moratorium is appropriate and defensible for potential code standards. The moratorium exempts upkeep, repair, maintenance, or City-mandated health and safety improvements. Staff is exploring whether broader allowances for transitions to cleaner fuels, other public or environmental safety improvements, or other considerations are warranted, and how they might be calibrated.

- Confirming whether the current City inventory of known existing fossil fuel facilities is fully complete, and whether there are other facilities with only ancillary use of fossil fuels that would be inadvertently subject to the potential standards.
- Examining whether any specific consideration should be given to relocated or consolidated facilities.
- Determining the environmental analysis needed to defensibly support the proposed zoning changes.
- Deeper research and consultation with the few Washington jurisdictions that are exploring fossil fuel facility prohibitions or limitations in similar ways. For example, after a lengthy process Whatcom County recently adopted standards prohibiting new fossil fuel facilities and requiring expansions to demonstrate consistency with a range of climate and other standards through a conditional use process. The City of Tacoma has adopted similar standards and their ordinance was not appealed.
- Ongoing stakeholder outreach with existing petroleum storage and handling users in Vancouver and representatives of environmental advocacy groups.

Next Steps

Planning staff will be available to answer questions at the April 4 Council Meeting under City Manager's Communications. In May, staff intends to provide another update to Council and will be requesting approval of an ordinance extending the moratorium for three months, to September 8. This summer, staff and representatives from BERK will be presenting their findings and recommendations, along with a draft ordinance to the Planning Commission and City Council.